

# CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY

(Autonomous)

Kokapet (Village), Gandipet, Hyderabad, Telangana – 500075

[www.cbit.ac.in](http://www.cbit.ac.in)

## 5.2.1 - Average percentage of placement of outgoing students during the last five years

5.2.1.1: Number of outgoing students placed year wise during last five years

Year	2021-22	2020-21	2019-20	2018-19	2017-18
Number	870	826	857	850	720

### List of student offer letters for the academic year 2021-22 from S.No. 345 to 459

S. No.	Name of the Student placed	Program graduated from
345	Kalloji Balaji Manohar	BE - IT
346	YVN Adithya Goud	BE - IT
347	Aditi Indoori	BE - IT
348	Devi Abhigna Amarraju	BE - IT
349	Harika Pinniti	BE - IT
350	Harini Bandaru	BE - IT
351	Ishitaa Gangadhara	BE - IT
352	Juhiya Afreen Shaik	BE - IT
353	Khyathi Sri Gudibandla	BE - IT
354	Srungarapu Lakshmi Surya Harshitha	BE - IT
355	Niharika Sadula	BE - IT
356	Rishitha Reddy Madireddy	BE - IT
357	Chintala Rithika	BE - IT
358	Aparna Rohini Padala	BE - IT
359	Snigdha Karri	BE - IT
360	Sathvika Patwari	BE - IT
361	Sheetal Reddy Naini	BE - IT
362	Shivani P S	BE - IT
363	Sumedhaa M	BE - IT
364	Swetha Valakonda	BE - IT
365	Gourigari Usha Goud	BE - IT
366	Vaishnavi Monigari	BE - IT
367	Mohammed Abdul Mateen	BE - IT
368	Shaik Abdulla Adnan	BE - IT
369	Aravind Chitikela	BE - IT
370	Dhanunjay Reddy Banda	BE - IT
371	Jaisai Kuntala	BE - IT
372	Kalyan Reddy Gone	BE - IT
373	Kalyan Talla	BE - IT
374	Ehab Karamulla Sharief	BE - IT

375	Nikhil Ranga	BE - IT
376	Praneeth Kadampally	BE - IT
377	Rajendar Meti	BE - IT
378	Rajesh Kumar Begari	BE - IT
379	Sai Charan Reddy Pakkirimigari	BE - IT
380	Sai Rohith Yenuganti	BE - IT
381	Saiteja Chitti	BE - IT
382	Sai Vamshi Kavali	BE - IT
383	Sathyanarayana Balla	BE - IT
384	Shashank Sathola	BE - IT
385	Shashi Priyatham Chitakodur	BE - IT
386	Sriram Gunda	BE - IT
387	Suman Kamidi	BE - IT
388	Supreeth Reddy Parapati	BE - IT
389	Tarun Kumar P V	BE - IT
390	Uday Kiran Reddy	BE - IT
391	Vamshi Krishna Reddy M	BE - IT
392	Varshith Pabba	BE - IT
393	Venkat Rohit Kumar Patnala	BE - IT
394	Venkatesh Avula	BE - IT
395	Sameer Shaik	BE - IT
396	Bhanu Chander Bomma	BE - IT
397	Rahul Panuganti	BE - IT
398	Shivaji Rao Komaru	BE - IT
399	Srinath Chinthakindi	BE - IT
400	Vijay Kiran Garikapati	BE - IT
401	Bhukya Akhilandeswari	BE - IT
402	Anu sree Telu	BE - IT
403	Anusha Prakash Dasari	BE - IT
404	Noorain Fathima	BE - IT
405	Gayatri Geddam	BE - IT
406	Lakshmi Durga Sravya Oruganti	BE - IT
407	Madhika Dosapati	BE - IT
408	Yaram Manasa Reddy	BE - IT
409	Neha Dammannagari	BE - IT
410	Poornima Siddineni	BE - IT
411	Prathyusha Konduti	BE - IT
412	Rishika Mandadi	BE - IT
413	Bejjanki Rishitha Reddy	BE - IT
414	Sai Rithika Manne	BE - IT
415	Chidura Sai Sirichandana	BE - IT
416	Sathvika Chekuri	BE - IT
417	Sathwika Shakkara	BE - IT
418	Shirisha Gugulothu	BE - IT
419	Sree Keerthi Meghana Bhrugubanda	BE - IT
420	Sreeja Palla	BE - IT
421	Srija Chitikesi	BE - IT

422	Sri Yagna Kothapalli	BE - IT
423	Swetha Singireddy	BE - IT
424	Vaishnavi Pekety	BE - IT
425	Sai Sudha Pidugu venkata	BE - IT
426	Vennela Paladugu	BE - IT
427	T Bhageshwar Singh	BE - IT
428	Bhavesht Juluri	BE - IT
429	Goutham Manchana	BE - IT
430	Harsha Vardhan Bashavathini	BE - IT
431	Hemanth Mallari	BE - IT
432	Jashwanth Thammanaboina	BE - IT
433	Jaswanth Nath Kuraganti	BE - IT
434	Gadipally Koushik Reddy	BE - IT
435	Mohammed Mansoor Ahmed	BE - IT
436	Nithin Reddy Sanki Reddy	BE - IT
437	Praneeth Koyyala	BE - IT
438	Prashanth Sai Santosh Koripalli	BE - IT
439	Rohan Talaka	BE - IT
440	Chillara Sai Prakash	BE - IT
441	Sai Tharun Chiluveru	BE - IT
442	Bogala Saikiran	BE - IT
443	sk sameer	BE - IT
444	Sathish Tadaka	BE - IT
445	Kaligineedi Satya Trinadh Rama Naga Rakesh	BE - IT
446	Saurabh Challawar	BE - IT
447	Mahenderkar Srimaan Murari	BE - IT
448	Dara Vishal	BE - IT
449	Ponnala Manvith Reddy	BE - IT
450	Mohammed Mumtaz Ahmed Ali	BE - IT
451	Praveen Kumar Aadimalla	BE - IT
452	Pakala Saiprasanna	BE - IT
453	varma Nandigalla	M.Tech(AI&DS)
454	Revan Sanganamoni	M.Tech(AI&DS)
455	Laxmi P	M.Tech(AI&DS)
456	Priyanka Guntoju	M.Tech(AI&DS)
457	Shanthan Poshini	M.Tech(AI&DS)
458	kavya Lakshmi kotipalli	M.Tech(AI&DS)
459	JosephSamuel Buthuri	M.Tech(AI&DS)



Date:22-Jun-2022

To

Kalloji Balaji Manohar  
INDIA

Dear Kalloji Balaji Manohar,

**Sub: Offer of Training and Employment**

1. This has reference to the selection process for employment opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **ENGINEER** in the salary grade **C1** subject to the following terms and conditions.

2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

$$\text{Aggregate} = \frac{\text{(Total of marks obtained in all the subjects from the first to last semester)}}{\text{(Total of maximum marks in all the subjects from first to last semester)}}$$

$$\text{Aggregate \%} = \text{Aggregate} * 100$$

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Hyderabad (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Hyderabad will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.

*K. Balaji*



**Mindtree**

A Larsen & Toubro Group Company

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at [campus.offers@mindtree.com](mailto:campus.offers@mindtree.com).

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you,

**For Mindtree Limited**

**Shalini Macaden**  
**VICE PRESIDENT - PEOPLE FUNCTION**

*K. Balaji*

**Enclosed: Annexure to your offer of employment**

**Acceptance of the Offer**

I, **Kalloji Balaji Manohar**, agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	<i>K. Balaji</i>
Your Name in Capital letters	KALLOJI BALAJI MANOHAR

**Annexure 1**

Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)

**Name : Kalloji Balaji Manohar**  
**Salary Grade : C1**  
**Designation : ENGINEER**  
**Stipend : INR 26,000 per month.**

Payment will be after deduction of below amount from the monthly stipend:

- ◆ Premium for Insurance during your learning program will be **INR 550 per month**.
- ◆ Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining and the coverage for **2022 - 2023** is as follows

- ◆ Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 600,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- ◆ Group Term Life (GTL) coverage for you and is up to INR 2,500,000.
- ◆ Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.



Annexure 2

Compensation stack effective from date of confirmation

Name : Kalloji Balaji Manohar

Salary Grade : C1

Designation : ENGINEER

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
<b>Annual Gross</b>	<b>352,008</b>
Bonus / Variable Compensation**	48,000
<b>Annual Cost to Company</b>	<b>400,008</b>

\* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

K. Balaji



Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- ◆ You will be given an option to increase the coverage from INR 600,000. Top up options with additional / higher insurance coverage are available as per policy.
- ◆ If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- ◆ You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

\*\*The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.

K. Balaji





**Annexure - 3**

**Terms and conditions of the Offer of Training and Employment**

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.

2. The term, "the Company" refers to Mindtree Limited.

3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.

4. You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**

5. You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

**6. Orchard Learning Program**

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.

*K. Balaji*



Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

## 7. Confirmation of employment

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16<sup>th</sup> of the same month or 1<sup>st</sup> day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1<sup>st</sup> to 15<sup>th</sup> during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16<sup>th</sup> to 30<sup>th</sup> of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

## 8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.

*K. Balaji*



If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

## 9. Compensation and benefits

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.

*K. Balaji*

## 10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

## 11. Termination of employment

### 11.1 During Orchard Learning Program

#### a) Termination for cause

Your employment with Mindtree 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 Orchard Learning Program assessment
- ◆ Unauthorized absence during the Orchard Learning Program
- ◆ Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

#### b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.

*K. Balaji*

## 11.2. After confirmation

### a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

### b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3) months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.

2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.

3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.

*K. Balaji*

11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

- a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

## 12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

12.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

## 13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

*K. Balaji*

#### **14. Transfer**

14.1 You could be transferred to any of other offices/branches/subsidiaries/a ffiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

14.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from a Mindtree training center in Hyderabad to the work location as determined by Mindtree, will be as per the existing relocation policy for Campus Minds.

#### **15. Retirement and retirement benefits**

15.1 Subject to your confirmation after the completion of training at Mindtree training center in Hyderabad, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

15.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

15.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

#### **16. Intellectual property**

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

*K. Balaji*

## **17. Mindtree's Code of Conduct and Policies**

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

## **18. Tax implication**

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

## **19. Reimbursement of travel expense for joining Mindtree**

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

## **20. Personal Safety and conduct**

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

## **End of Annexure 3**

*K. Balaji*





# Code of Conduct

## **Summary:**

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

## **Objective:**

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

## **Eligibility/Applicability:**

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

## **Code of Conduct :**

The policy details various scenarios under which Code of Conduct is monitored.

### **1) Personal Interest v/s Mindtree's interest**

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

### **2) Use of proprietary or confidential information of third party**

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

### **3) Office for Profit**

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.



## 4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

## 5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

## 6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

## 7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

## 8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.



Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

## 9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

## 10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."



In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

## 11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.



## 12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

## 13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

## 14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

## Agreed and Accepted

Signature : K. Balaji

Name : K Balaji Manohar

Date : Jun 24, 2022

# Mindtree Offer Letter

Final Audit Report

2022-06-24

Created:	2022-06-22
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1L2iZpQIfy9Jk5jjeQ_v3R3sTDfwX0Ub

## "Mindtree Offer Letter" History

-  Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
2022-06-22 - 7:36:38 AM GMT- IP address: 20.44.36.221
-  Waiting for Signature by ugs17036\_it.balaji@cbit.ac.in  
2022-06-22 - 7:36:42 AM GMT
-  Document e-signed by K Balaji (ugs17036\_it.balaji@cbit.ac.in)  
E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
Signature Date: 2022-06-24 - 9:05:53 AM GMT - Time Source: server- IP address: 49.37.152.130
-  Agreement completed.  
2022-06-24 - 9:05:53 AM GMT



## **APPOINTMENT LETTER**

January 24, 2022

Dear Adithya Y V N,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

### 3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](https://mywipro.wipro.com)

### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. 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 from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.



## 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

## 7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## 8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

## 9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

**Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

#### **10. Training Agreement:**

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12** months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

#### **11. Notice Period & Termination:**

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

#### **12. Pre Joining Program (PJP):**

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program (PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

#### **ANNEXURE I**

### **DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

#### **Noted below are a few examples of conflict of interest:**

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

### **Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polyclearinghouse@wipro.com](mailto:polyclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).

## ANNEXURE II

### PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Adithya Y V N, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

## ANNEXURE III

### SALARY OFFER SHEET

**Name: Adithya Y V N**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
<b>Total Fixed Cash</b>	<b>24,688</b>
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
<b>Total Fixed Compensation</b>	<b>27,108</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	1,459
<b>Target Cost to Company per month</b>	<b>29,167</b>

**Total Cost to Company per annum****3,50,004**

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

#### ANNEXURE – IV

##### Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

## ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

## ANNEXURE – VI

### Variable Pay - A BRIEF OVERVIEW

#### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

### SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

#### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

#### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

#### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

##### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

## 2. **Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exemption up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

## 3. **Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

## 4. **Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

## 5. **New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

## **Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

## **Travel, Accommodation, Food & Other Miscellaneous Expenses**

### **Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

### **Accommodation, Food & other Miscellaneous Expenses**

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

### **SUMMARY SOCIAL SECURITY & OTHER BENEFITS\***

#### Medical

1. Medical Assistance Program (MAS)\*\*: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI)**. This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

#### Gratuity Benefit\*\*: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

#### Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific predefined pension Accrual rate.

#### Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.



## 1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies ->India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

## 2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept  Decline

Signature Adithya Y V N 24/1/2022 8:28 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com





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India Development Center  
Oracle Technology Park  
3, Bannerghatta Road  
Bangalore - 560 029, India  
Phone +91 80 4107 6000  
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Registered office address:  
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Salcon Rasvilas Plot no. D-1,  
District Centre, Saket,  
New Delhi – 110 017  
Phone: 91-11- 46509000  
Fax: 91-11-40574722  
CIN: U74899DL1993PTC051764

## Private & Confidential

06 May 2022

Aditi Indoori

Dear Aditi,

We are pleased to offer you employment in the position of Associate Applications Developer with Oracle India Private Limited, IDC ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	576,376.00
B. Flexible Benefit Plan (FBP) **	704,459.00
C. Annual Gross Pay AGP (A+B)	1,280,835.00
D. Company's contribution to PF	69,165.00
E. Company's contribution to Gratuity	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore

choose to commence on any Monday or Thursday. 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 Kiran Yeruva (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 India Private Limited, IDC**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

#### **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.

04<sup>th</sup> February, 2022

**Devi Abhigna Amarraju,  
Hyderabad**

Dear **Devi Abhigna Amarraju,**

On behalf of Head Digital Works India Private Limited., (the "Company"), I am pleased to extend to you an offer of employment for the position of "**Software Development Engineer – L1**". Your annual compensation (CTC) will be **Rs. 12,00,000 (Rs. Twelve Lakhs Only)**.

Your compensation will be structured as per prevailing tax and other governmental regulations, and a detailed breakup is attached. You will be eligible for 14 days of casual leave per year and 12 days of sick leave.

Please note that your employment is at will, which means that either you or the Company may terminate your employment at any time, with or without cause. The standard notice period is 90 days on either side.

You shall be on probation for a period of 3 months, from the date of commencement of your duties. After completion of probationary period, your employment will be confirmed in writing, subject to satisfactory performance.

As a condition of employment you are required to complete and properly execute the Employment Contract, Employee Confidentiality, Intellectual Property and Non-Compete Agreement with the company.

This employment offer is subject to verification of the particulars mentioned in your application. In case, these particulars are found to be false, your services would be liable to termination without any reason or notice at any time.

This offer of employment is assignable to other organizations or legal entities. In the event of such a decision by the management, your employment will transfer to the new organization, with existing terms and conditions.

We sincerely hope that you find the terms of this offer acceptable and look forward to working with you. We request that you indicate your acceptance by signing and returning the enclosed copy of this letter along with your projected starting date.

**For Head Digital Works India Pvt Ltd,**

**Deepak Gullapalli  
CEO**

**CTC Break Up Details**

<b>A.Monthly Emoluments</b>	<b>Monthly</b>	<b>Annual</b>
Monthly Emoluments		
Basic	49,100	5,89,200
House Rent Allowance	19,640	2,35,680
Special Allowance	25,368	3,04,420
Leave Travel Allowance	4,092	49,100
<b>Gross Salary</b>	<b>98,200</b>	<b>11,78,400</b>
Employer Contribution of PF	<b>1,800</b>	<b>21,600</b>
<b>CTC</b>	<b>1,00,000</b>	<b>12,00,000</b>

**For Head Digital Works India Pvt Ltd**

**Deepak Gullapalli**  
**CEO**

ACKNOWLEDGEMENT

---

I accept your offer of employment and will report on \_\_\_\_\_

**Devi Abhigna Amarraju** \_\_\_\_\_

## Offer and Appointment Letter

**Date:** 31/01/2022

### Private & Confidential

Harika Pinninti

2-126,near post office,kollapur, Kollapur, Gudur  
mahabubabad 506101, TelanganaIndia

**Hyderabad**

Dear Harika

Congratulations on your new position with the company Gap IT Services India Private Limited, we support talent development across the company and encourage employees to seek out opportunities that best fit their interests and strengths. We feel confident your new position will provide many rewarding challenges and opportunities for future career growth. Below is a summary of the terms and conditions, which we wish to offer you for the position:

- 1. Designation:** Software Engineer, **Grade 5**
- 2. Start Date:** As agreed, your start date will be 27/06/2022. Please meet with our Human Resources representative at 9:30 am on the effective date for a new hire orientation. This effective date will be considered by Gap to calculate the tenure of your employment with Gap and all other statutory benefits to which you may be entitled.
- 3. Compensation:** Your annual gross base remuneration will be ₹792,000.00 per year, subject to deduction of tax at source to be paid to you in accordance with Gap's normal payroll practices. The detailed break-up of salary, allowances and benefits is as follows and is also illustrated in Annexure I
- 4. Company Bonus.** Based on your position as Software Engineer you will participate in the Company Bonus Plan. The Company Bonus Plan is an incentive program that rewards achievement of Gap Inc. and/or Division financial and operational objectives as well as individual performance. You are eligible to participate in the program for fiscal 2022 (February 2022 - January 2023). Under the current program, your annual target bonus will be 8% of your base salary. Depending on results and your individual performance, your actual bonus can range from 0 – 200% of target. Bonus payments will be prorated based on active time in position, divisional or country assignment and changes in base salary or incentive target that may occur during the fiscal year. Bonuses for fiscal 2022 are scheduled for payment in March 2023 and you must be employed by Gap Inc. on the payment date to be eligible for an award. Gap Inc. has the right to modify the program at any time. Management discretion can be used to modify the final award amount. Bonus payments are subject to supplemental income tax withholding.
- 5. Place of Work:** Your principal place of employment shall be at Hyderabad, India. You may from time to time be required to work at or from or undertake travel to any other office, branch or location as directed by Gap, within or outside India. Gap reserves the right to transfer you from one location or city to another or to an affiliate or group entity.

31-Jan-2022 6:46 AM



- 6. Hours of Work:** Your working hours shall be as communicated to you from time to time. If necessary, you shall work such additional hours as may be necessary for you to perform your duties effectively and you shall not be entitled to receive any additional remuneration for work done outside your normal hours of work.
- 7. Leave:** You shall be entitled to leave in accordance with Gap's policy as amended from time to time.
- 8. Benefits:** Company paid Life and Medical insurance program will be effective for you from the day you report to work. Detailed information on all the Benefits Programs will be provided to you on your first day of employment.
- 9. Data Protection:** You shall ensure that all personal data, including sensitive personal data, is accurate and kept secure at all times. You agree to Gap and any affiliates holding and processing, both electronically and manually, the data it collects in relation to you in the course of your employment, for the purposes of administration and management of employees and Gap's business, and for compliance with applicable procedures, laws and regulations and to the transfer, storage and processing by Gap of such data outside India. You agree that data, including sensitive personal data, relevant to your employment with Gap may be collected, processed and retained on a computerized database and can be accessed by and transferred to Gap, its related entities, a Human Resource employee of Gap or its related entities and selected management employees for legitimate business reasons.
- 10. Confidential Information:** You shall not, at any time during the term of this Agreement or thereafter, in any way disclose or divulge to any person, firm or body corporate any of the dealings, transactions, affairs, plans, proposals, procedures, trade secrets, methods, systems or other information of any kind in relation to the affairs of Gap or its affiliates that you shall acquire or have acquired by virtue of being in employment with Gap or its affiliates. These restrictions shall continue to apply after termination of this Agreement without limit in point of time.
- 11. Intellectual Property:** You agree that the ownership of, and all right, title, and interest in all intellectual properties developed or created from time to time for Gap by you, whether before or after commencement of employment with Gap shall vest in Gap. You hereby transfer and assign in favour of Gap, all rights, title and interest in and to all the intellectual properties, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. 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 you, even if Gap does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree 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.
- 12. Non-Competition:** You hereby agree that, during the duration of your employment under this Agreement and for a period of twelve months thereafter, you will not, whether in India or elsewhere in the world, compete, directly or indirectly with, or own, manage, operate, control or participate in or be connected with the ownership, management, operation or control of any business that is similar to or in competition with the business of Gap or any parent company of Gap.

**13. Non-Solicitation:** During the period of employment and for twelve months following termination of your employment for any reason whatsoever, you shall not, directly or indirectly, (i) solicit, encourage, or induce or attempt to solicit, encourage, or induce any (A) employee, marketing agent, vendor, partner or consultant of Gap to terminate his employment, agency, contract or consultancy with Gap, or any (B) prospective employee with whom Gap has had discussions or negotiations within six months prior to your termination of employment, not to establish a relationship with Gap, (ii) induce or attempt to induce any current customer to terminate its relationship with Gap, or (iii) induce any potential customer with whom Gap has had discussions or negotiations within six months prior to your termination of employment not to establish a relationship with Gap.

**14. Indemnity:** At all times during the course of your employment with Gap (and even after the termination of this Agreement with respect to the terms contained herein), you agree to indemnify Gap and keep it indemnified, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which Gap may suffer or incur or which may be made against Gap as a result of your acts or omissions during the course of employment.

**15. Warranties:** You confirm and warrant that:

- (a) you have carefully read and fully understand all the provisions of this Agreement.
- (b) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if you are subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, threatened against you.
- (c) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
- (d) you have all the necessary licenses, permissions, consents, approvals, qualifications and memberships required of you to perform the duties under this Agreement.
- (e) by entering into this Agreement or performing any of the obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you. You further undertake to indemnify Gap against any such claims, costs, damages, liabilities or expenses which Gap may incur if you are in breach of any such obligations.
- (f) in the performance of your obligations, you will not utilize or make available to Gap any confidential or proprietary information of any third party or violate any obligation with respect to such information.
- (g) you have never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organization.

This employment is on the basis that the information submitted by you is complete and and correct. You agree and acknowledge that if it is found that the information submitted is false or incomplete or that you have concealed certain material information which detrimentally impacts your employment, Gap may terminate employment without providing any notice or pay in lieu thereof.

**16. Equitable Remedies and Employee Representations:** You agree and acknowledge that the restrictions contained in Clauses 12, 13, 15 and 16 are reasonable and necessary for the protection of the business and goodwill of Gap. The rights and obligations of the parties under Clauses 12, 13, 15 and 16 of the Agreement shall survive the termination of this Agreement and shall not be extinguished by termination of this Agreement.

You agree that any breach or threatened breach of the aforementioned clauses is likely to cause Gap substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages. Therefore, in the event of any such breach or threatened breach, you agree that Gap, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of either such clauses, and you hereby waive the adequacy of a remedy at law as a defense to such relief

You agree and acknowledge that the restrictions contained Clauses 12, 13, 15 and 16 are considered to be reasonable in all the circumstances for the protection of the legitimate interests of Gap and shall be enforceable independently. While the undertakings and agreements under the clauses are considered by Gap and you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever by a final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

**17. Termination Notice.** Your employment can be terminated by 2 (Two) months' notice or payment in lieu on either side. We reserve the right to terminate your employment without notice or payment in lieu for any breach of the Company's regulations or misconduct by you, and only your salary accrued (if any) will be paid Confidential. In case this termination voluntarily/involuntarily (through Code of Business Conduct) is within 1 year from the date of joining, all expenses incurred by the employer will be recovered through employee's full and final settlement. This includes both- arrangement costs directly borne by the employer or the expense claimed by employee.

**18. Handover:** Upon the cessation of employment for any reason, you shall immediately hand over charge to such person nominated for that purpose by Gap and shall deliver to such person all papers, documents and other property of Gap as may be in your possession, custody, control or power, including but not limited to any keys, phones, computers, vehicles, etc. provided by Gap. In the event of termination by Gap or in case of a resignation by you, Gap may require you to absent yourself from its premises on garden leave and not participate in the working of Gap during any unexpired portion of the notice period. During such garden leave Gap may require you to have no contact with all or any of Gap's agents, employees, customers, clients, distributors and suppliers.

**19. Gap Inc. Code of Business Conduct.** As part of your employment, you will be given a copy of the Gap Inc. Code of Business Conduct. It outlines many of the standards of business behavior that we expect all employees to live by. It is important for you to fully understand this philosophy and the policies and procedures governing it. You will be required to separately sign a copy of Gap Inc. Code of Business Conduct as an acknowledgement of having read the same and agreement to adhere to its standards.

**20. Past Record.** This employment is on the basis that the information submitted by you is complete and correct. If any declaration given or information furnished by you to Gap proves to be false or if you are found to have willfully suppressed any material information, you are liable to be removed from the services of Gap without any notice or compensation whatsoever. This offer is contingent & valid only upon successful completion of a background verification and your eligibility to work in India.

**21. Miscellaneous:** In addition to the terms and conditions of employment as contained in this Agreement, you shall also observe and comply with and shall be bound by any rules, regulations, work disciplines, policies and procedures either prevalent at the time of your employment or as revised or framed by Gap from time to time for observance and compliance by its employees.

Any change in job title, reporting relationships, job duties and responsibilities, the legal entity that employs you shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment, provided that your base salary is not reduced and your other remuneration for services rendered to Gap is not substantially reduced.

This Agreement shall be governed and interpreted according to the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction to entertain any dispute, controversy, claim or breach arising out of or in relation to this Agreement, including any questions, issues or disputes concerning its existence, validity or termination.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

This Agreement and any schedules hereto constitute the entire understanding relating to terms of employment between you and Gap and supersede all prior offers, agreements, statements or representations, written or oral between the parties. Further, you acknowledge and agree that, as of the date of this Agreement, you have no former claims of any nature, whatsoever against Gap. Again; we are delighted that you have decided to join us. On behalf of Gap and the staff, I would like to extend a very warm welcome and look forward to working with you

After reviewing the Agreement as stated here, please sign and return the duplicate of this Agreement as confirmation. In the meantime, if you have any further questions, please feel free to contact us.

Yours sincerely,  
Shruti Agrawal

I have read and understood and accept all the terms and conditions outlined above and agree to abide by the same.

Harika Pinninti  
31/01/2022

**Annexure 1**

**Grade:** 5  
**Name:** Harika Pinninti  
**Designation:** Software Engineer  
**Date of Joining:** 27/06/2022

**Salary (Monthly) INR**

Basic Salary: ₹26,400.00  
House Rental Allowance: ₹13,200.00  
Leave Travel Allowance: ₹2,640.00  
Special Allowance: ₹23,760.00  
Monthly Gross Base: ₹66,000.00

31-Jan-2022 6:46 AM

Gap IT Services India Private Limited  
A subsidiary of

Gap Inc.

Tower 2 (2.2/2.3) Sy. No. 115  
Waverock Building, TSIC  
Nanakramguda Village, Se  
Hyderabad-500008 Telang  
Tel : 91-40-43621000

**Salary (Yearly) INR**

Basic Salary: ₹316,800.00

House Rental Allowance: ₹158,400.00

Leave Travel Allowance: ₹31,680.00

Special Allowance: ₹285,120.00

Annual Gross Base: ₹792,000.00

**Retirals and Car Allowance (Monthly) INR**

Provident Fund: ₹3,168.00

Gratuity: ₹1,270.00

**Bonus**

Company Bonus: 8%

**Retirals and Car Allowance (Yearly) INR**

Provident Fund: ₹38,016.00

Gratuity: ₹15,240.00

**Bonus**

Company Bonus: 8%

**Authorized Signatory:** Shruti Agrawal

**Acknowledged:** Harika Pinninti

**Date:** 31/01/2022

31-Jan-2022 6:46 AM



June 20th, 2022

**Harini Bandaru**

8-3-231/A/44, Sri Krishna Nagar,  
Yousfguda, Hyderabad - 500045

Dear Harini,

On behalf of KORE.AI SOFTWARE INDIA PRIVATE LIMITED (the “Company”), I am pleased to extend to you an offer of employment for the position of **Associate Engineer, Grade-A1**. Your annual compensation (CTC) will be **Rs.15,00,000/- (Rupees Fifteen Lakhs only)**.

We look forward to you, joining us on or before **June 21st, 2022**.

Your compensation will be structured as per prevailing tax and other governmental regulations, and a detailed breakup is attached as Annexure-A hereto.

As a condition of employment you are required to complete and properly execute the

- KORE.AI SOFTWARE INDIA PRIVATE LIMITED Employment Agreement attached hereto as Annexure-B;
- KORE.AI SOFTWARE INDIA PRIVATE LIMITED Employee Invention Assignment and Confidentiality Agreement attached hereto as Annexure-C.

This employment offer is subject to verification of the particulars mentioned in your application. In case, these particulars are found to be false, your services would be liable to termination without any reason or notice at any time.

This offer of employment is assignable to other organizations or legal entities. In the event of such a decision by the management, your employment will transfer to the new organization, with existing terms and conditions.

We sincerely hope that you find the terms of this offer acceptable and look forward to working with you. We request that you indicate your acceptance by signing and returning the enclosed copy of this letter along with your projected starting date. This offer will remain open and valid for a period of 7 days.

**Yours Sincerely,**

**For KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

DocuSigned by:

*Sarada Sruti Kandamur*

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**Sarada Sruti Kandamur**

**Senior Director – HR & Recruitment**

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**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad,  
Telangana – 500081



### Compensation-Annexure-(A)

#### Compensation Breakup Details

<b>Compensation per annum</b>	<b>1500000</b>	
<b>Compensation per month</b>	<b>125000</b>	
<b>Compensation</b>	<b>Monthly (In INR)</b>	<b>Annual (In INR)</b>
Basic	50000	600000
House Rent Allowance	20000	240000
Special Allowance	40930	491154
<b>Total Allowances - A</b>	<b>110930</b>	<b>1331154</b>
<b>*Flexible Benefit Plan – B</b>	<b>5667</b>	<b>68000</b>
PF Contribution-Employer	6000	72000
**Gratuity	2404	28846
<b>Total Retirals - C</b>	<b>8404</b>	<b>100846</b>
<b>Total Fixed Compensation (A+B+C)</b>	<b>125000</b>	<b>1500000</b>

**For KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

DocuSigned by:

*Sarada Sruti Kandamur*

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**Sarada Sruti Kandamur**  
Senior Director – HR & Recruitment

#### ACKNOWLEDGEMENT

I accept your offer of employment and will report on (“Effective Date”) \_\_\_\_\_.

DocuSigned by:

*Harini Bandaru*

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**Harini Bandaru**

#### Annexure-(A) - Contd

**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad,  
Telangana – 500081



### **\*Flexible Benefit Plan**

1. Flexible Benefit Plan is available as per the table below. You have an option of availing the benefits (you can choose any one or two) or else alternatively can choose to opt out of the FBP scheme and receive the total amounts as taxable in your monthly salary.

<b>Benefit Available</b>	<b>Total Amount (Monthly in INR)</b>	<b>Monthly Amounts (INR)</b>
Food Plus Card	Rs5667/-	Rs1500/-
LTA		Rs4167/-

You have a choice of selecting the benefits available to you under FBP once a year in April or at the time of joining. (For those whose salaries are below Rs. 5,00,000/- those employees will not be entitled for LTA)

2. Employees opting for LTA should submit bills on or before March 17th every year in the absence of which tax would be deducted.
3. For claiming LTA (for self and dependents) your leave dates should coincide with the dates on the LTA bills like train or airfare tickets.

### **\*\*Gratuity**

This amount is payable as per Gratuity Act 1972.

### **\*\*\*Variable Pay**

This amount is defined specific to level and payable every quarter based on company and individual performance (as assessed in the Annual Talent Review (TREK) cycle for all employees at KORE.AI.

### **Group Mediciam / Group Term Life**

Additionally you will be eligible for the following –

1. Group Mediciam (GMC) coverage of upto Rs.5,00,000/- family floater.
2. Personal Accident coverage of upto 3 times Cost to Company upto a max cap of Rs.50,00,000/- whichever is lower.
3. Group Term life (GTL) coverage of upto 3 times your Gross Cost to Company upto a max cap of Rs.50,00,000/- whichever is lower.

*Note :- Benefits mentioned above are indicative but not exhaustive. Please refer to the detailed policy documents on applicability and other benefits.*





## Annexure-B

### EMPLOYMENT AGREEMENT

**This employment agreement** (the “**Agreement**”) is made and entered into on this June 20th, 2022 by and between:

KORE.AI SOFTWARE INDIA PRIVATE LIMITED registered under the Indian Companies Act, 1956, having its registered office at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIC, Raidurg, Hyderabad, Telangana – 500081 (the “**Company**”), its parent, subsidiaries, affiliates, successors or assigns of the **FIRST PART**

**And**

Harini Bandaru, 8-3-231/A/44, Sri Krishna Nagar, Yousfguda, Hyderabad - 500045 (the “**Employee**”) of the **OTHER PART**

For the purposes of this Agreement, “Parties” shall have a collective reference to both the Company and Employee and “Party” shall mean either the Company or the Employee.

In consideration of the Employee’s acceptance of the Offer Letter (as revised from time to time and currently in force; enclosed herewith as Annexure A) of the Company and the consequent appointment of the Employee with the Company, the Employee has agreed and has come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein.

**Now, therefore, it is hereby agreed between the Parties as under:**

1. The terms and conditions laid down herein shall henceforth govern the working relationship between the Employee and the Company, whereas your present designation, compensation and related matters will remain the same as described in the offer letter, till such time you are intimated by the concerned authority in the form of a formal communication.
2. The location of employment of the Employee shall be at the location mentioned in the Offer Letter/present location as advised by the concerned authority and in the absence of any such notification, the Employee shall be obligated to report at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIC, Raidurg, Hyderabad, Telangana – 500081. During his/her course of employment, the Employee may be required to work at other existing technology centers or such other offices of the Company located within India or abroad. Decisions for such transfers, which may be for a short duration or of a permanent nature will depend on the Employee’s suitability for the intended task and would be made at the sole discretion of the Company.
3. **Compensation:** In lieu of the services rendered, the Employee shall be entitled to a monthly compensation as described in the Offer Letter /latest revised salary letter (the “**Compensation**”). The said Compensation is for any and all services of every nature rendered and to be rendered by the Employee, including “Duties” laid down in clause (6) of this Agreement and comprises the entire amount payable by the Company to the Employee in connection with his/her employment.
4. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company in connection with the Duties under this Agreement, shall be reimbursed at actuals or up to limits prescribed under the applicable expense reimbursement policy of the Company, whichever is lower, upon submission of bills, receipts and other such supporting vouchers/documents. It should be noted

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**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIC, Raidurg, Hyderabad,  
Telangana – 500081



that the eligibility criteria for expenses to be incurred shall be as per the accounting policies of the Company determined solely by it, from time to time

- 5. Service Rules and Regulations:** During employment with the Company, the Employee will be governed by the all applicable rules, regulations, policies and procedures of the Company, in force or as introduced or amended from time to time. Where, and in the manner applicable, the Employee will also be governed by the Company's policies and rules regarding Leave, Provident Fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. Further, the Employee during the employment period shall perform his/her duties honestly, diligently, orderly, sincerely and shall at all times conduct himself/herself in a professional manner. All such rules, regulations, policies and procedures of the Company are more fully described in the Company Employee Handbook, which may be accessed on the Company's website.

**6. Duties**

**a) Specific Duties:**

In view of the appointment of the Employee by the Company in the designation mentioned hereinabove, the Employee is hereby expected to undertake and discharge the functions and duties as shall be intimated to the Employee from time to time.

**b) General duties:**

The Employee shall during the continuance of his/ her employment:

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
- ii. Perform all such duties expected from him/her including those expressly or in an implied manner assigned to him/her by the Company, on such terms and subject to such restrictions as it may impose from time to time;
- iii. Maintain records and documentation, either in writing or electronic form, and submit such documentation/records to such designated official of the Company, on a weekly basis or as and when necessary of all technical data, processes, formulae, technology, designs, drawings, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the Employee, either alone or jointly with others during course of and in connection with his/her employment with the Company.

Failure to perform any of the duties mentioned hereinabove or breach of this clause shall be construed to be material breach for the purposes of this Agreement.

- 7. Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, or otherwise. Additionally, the Employee shall not engage, whether directly or indirectly, in any other employment, occupation, consulting or other business activity directly or indirectly related to the business in which the Company is now involved or becomes involved during the term of his/her employment, nor will he/she engage in any activities that conflict with his/her Duties and Responsibilities. A breach of this clause shall be construed to be material breach for the purposes of this Agreement.

PROVIDED THAT the Employee may own beneficially any units of any authorised unit trust or



mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step-children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to the exceptions laid down in the applicable Company policy, the Employee shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods and/or services rendered, or any other business transaction by or on behalf of the Company or an associated company. Additionally, if the Employee engages in any such business transaction with the Company in which he/she is directly or indirectly engaged, concerned or interested, the Employee shall immediately inform the Company about the same. Further, in the former instance, the Employee is under obligation to account for such discount, rebate, commission or other inducement, he/she may have received or obtained by or on behalf of the Company.

- 8. Inventions and Intellectual Property:** All Intellectual Property (defined herein), created, developed, co-developed, obtained or conceived by the employee during the course of and in connection with his/her employment with the Company or its affiliates, shall be owned by, shall belong exclusively to the Company.

In the event that the authorship rights in any Intellectual Property are or become subject of registration under any legislation, the Employee shall:

- a) Provide the Company and its attorneys with all necessary assistance and co-operation in connection with the preparation and prosecution of any application in respect of such Intellectual Property.
- b) In order to ensure compliance of this clause, the Employee and the Company shall enter into Employee Invention Assignment and Confidentiality Agreement annexed herewith.

“Intellectual Property” means and includes (i) all patents and applications therefore, including docketed patent disclosures, awaited filings, re-issues, divisions, renewals, extensions and provisional thereof (ii) all inventions (whether patentable or not), disclosures and improvements, all trade secrets, confidential business information (including research and development, know-how, compositions, designs, specifications, pricing and cost information and business and marketing plans), proprietary information, technical drawings and specifications, processes, methodologies etc.; (iii) all works of authorship, moral rights, copyrights (including derivative rights thereof), copyright registrations and applications therefor; (iv) all trade names, trade dress, logos, product names, collective marks, collective membership marks, trademarks certification marks and service marks, trademark and service mark registrations and applications together with the goodwill of the business of the Company symbolized by the names and the marks; (v) all data and related documents, object code, databases, passwords, encryption technology, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) all technology developed or modified, including without limitation, customizations of third party technology and software, middleware, data base components, user interfaces and any other technology or software related thereto, (vii) any similar, corresponding or equivalent rights to any of the foregoing; (viii) all documentation related to any of the foregoing; and (ix) all goodwill associated with any of the foregoing.



- 9. Returning Company Property:** Upon Termination of employment with the Company, as per clause [ 23] of this Agreement, , the Employee will hand-over to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, whether or not developed by the Employee pursuant to his/her employment with the Company or otherwise belonging to the Company. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company against any losses or claims or loss of profits or that may arise on account of such breach.
- 10. Conflict of Interest :** The Employee hereby undertakes and agrees to fully comply with the Conflict of Interest Policy of the Company as detailed and substantiated in the Company's Employee Handbook/Intranet and also to conduct his/her affairs in strict compliance with the letter and spirit of the law of the land.
- 11. Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time. However, all statutory requirements of taxes to be deducted at source by the Company will be complied with by the Company (or its agent, as applicable).
- 12. Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filed / amended in the records by the Employee, at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
- 13. Professional Ethics:** The Employee is required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
- 14. Internet and E-mail usage:** The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
- 15. Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.



- 16. Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as “Non-Smoking Zones” & “Alcohol Free Zones”.
- 17. Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
- 18. Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company’s satisfaction.
- 19. Employee Non-Disclosure Agreement:** As the Employee shall have access to various proprietary and confidential information during the course of employment with the Company, he/she shall be required to execute an Employment Invention and Confidentiality Agreement enclosed as Annexure [C] hereto and it shall form part & parcel of this Agreement.
- 20. Confidentiality of Compensation:** The Employee’s Compensation is based *inter alia* on his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the requisite skill sets. Therefore, the salary package offered to the Employee is very specific and personal to the Employee. Therefore, Employee agrees to strictly maintain the secrecy of and shall ensure that he / she does not divulge, discuss or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except with their immediate supervising officer/ Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at any client’s site, the Employee is expected to maintain full confidentiality regarding his Compensation. The Employee further agrees not to discuss or disclose the same to any member of the client staff, in order to maintain and promote good ethical functional business relations with Company’s clients.
- 21. Deputation:** The Employee shall be permanently employed at the Company’s Hyderabad location. However, he/she may be deputed to work at any of the Company’s offices located elsewhere, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Company. Depending upon the Employee’s suitability, the Employee may be deputed from time to time to work at the Company’s foreign collaborators’ site/ parent company’s site or with any of their clients at such client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee shall execute all or any additional agreements as may be required by the respective company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and any decision in this regard is solely reserved by the Company and will be treated as final and binding on the Employee.
- 22.** The Company reserves the right to depute the Employee on a secondment, in circumstances it deems necessary, as a full time employee at existing terms and conditions.
- 23. Termination of Employment:**
- a) Employee is being offered the current position, on the understanding that (a) He/She has



appeared for all final year/final semester exams as on the date of joining and is awaiting the declaration of the final results; or (b) He/She is awaiting his/her educational institution/university to conduct the final year/final semester exams, and does not know the date when such exams will be conducted.

- (i) If the Employee has given the exams, the employee undertakes to submit copies of all relevant documents, including but not limited to marksheets, bonafide certificate and course completion certificate immediately upon issue of such certificates, or upon declaration of the results, whichever is later.
  - (ii) If the Employee is awaiting for the exams to be conducted, the employee undertakes to submit copies of all relevant documents, including but not limited to marksheets, bonafide certificate and course completion certificate immediately upon issue of such certificates, or upon declaration of the results, whichever is later.
  - (iii) If the Employee fails to clear the exams, Kore.ai shall provide employee with a period of 6 months from the date of declaration of the results, to successfully complete any pending exams. If Employee fails to successfully complete the exams within the specified time period, Kore.ai reserves the right to terminate this employment with immediate effect. Any attempt to conceal relevant information and/or documents or provide false information shall be treated as grounds for immediate termination.
- b) Either the Company or the Employee can terminate this Agreement at any time
- (i) Within a period of one (1) year from date of joining by giving three (3) months' prior written notice, during which the salary for the notice period shall be withheld in lieu of training costs incurred by the Company;
  - (ii) After completion of period listed in sub clause (i), within the period of 6 months or next appraisal cycle, whichever is later, by giving three (3) months' prior written notice;
  - (iii) After completion of the periods listed out in sub clauses (i) & (ii), two (2) months' prior written notice.
- c) The Company reserves the right to pay or recover the relevant amounts in lieu of Notice Period. In case the Employee intends to terminate his employment in the Company as stated to in clause [23(b)] above, the Company will have the sole option/ right to waive the notice period without paying the employee for the notice period and shall ensure the termination of the Employee from the Company forthwith without incurring any obligations to pay any amounts for the unexpired Notice Period. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
- d) In the event that the Employee is in the middle of an assignment, the Company may require the Employee to complete all operative parts of the assignment, as determined by the Company before agreeing to relieve the Employee from his/her services.
- e) Upon termination of this Agreement, the Employee will immediately return to the Company, any and all documents, manuals, data, records, Confidential Information, Intellectual Property, material and property belonging to the Company that may be entrusted to and/or placed in the Employee's possession by virtue of and/or during the



course of his/her employment with the Company, without making any copies thereof and/or extracts there from. The Employee will also immediately deliver to the Company all notes, analyses, summaries and working papers relating thereto.

- f) Provided that the employment of the Employee may be terminated forthwith without providing any notice in the event of breach by the Employee of any term stipulated under this Agreement or the published company policies. However, in this event, the Company will not pay salary in lieu of such notice. The Company further reserves the right to include the recovery of such salary paid, in its claim for damages for the breach of this Agreement, if any.
- g) For the purposes of this clause:
- (i) Date of notice of termination by the Employee would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee which in turn should be signed as accepted, by the Immediate Project Manager, HR-Representative and the Head - HR.
  - (ii) Leaves that the Employee may have accumulated during the period of service may be adjusted against the Notice Period at the Employer's discretion provided that the Employee has completed the pending tasks and deliverables as dictated by the then current project assignment.
  - (iii) Depending on the pendency / exigencies of work entrusted to the Employee, the Company may ask the Employee to extend stay compulsorily for such periods from the date of serving of the required notice, for such period as would be required for the Company to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the Company.
- h) Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event the Employee leaves the Company within a period of 12 months from the date of commencement of his/her employment, the employee shall reimburse to the Company the following:
- (i) All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc.;
  - (ii) All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
  - (iii) All expenses incurred by the Company in connection with the employment and termination of the Employee including attorney's fees.
  - (iv) All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.

**24. Absenteeism without Notice:** In the event of the Employee's absence from the services of the Company without written permission from the concerned manager or without intimation to the concerned manager for a period of 5 days (including weekends), it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate the Employee's services.



**25. Non - Solicitation & Non- Compete:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause:

- (i) Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment;
- (ii) Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
- (iii) A breach under this clause shall be construed to be a material breach of this Agreement

**26. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned to the Company are not in breach or violation of any such agreement or contract or the like as aforesaid.

**27. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are true and correct. In case they said particulars are found to be false or incorrect or that the Employee has concealed or withheld relevant material fact(s), the Employee's appointment with the Company shall stand terminated without any notice.

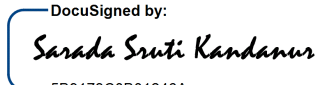
**28. Legal Advice:** It is presumed that the Employee hereby accepts these Employment terms and conditions stipulated in this Agreement willingly & after understanding the full implications by seeking proper Legal Advice.

**29. Governing Law and Jurisdiction:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The courts at Hyderabad will have jurisdiction in case any dispute between the Company and Employee, in connection with this Agreement.

**30. Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.

**31. Waiver:** No failure or delay by either of the Parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof or of any other or subsequent breach will not operate or be construed as a waiver.

**For KORE.AI SOFTWARE INDIA PRIVATE LIMITED:**

By:   
DocuSigned by: Sarada Sruti Kandanur  
5B9173C0B01246A...  
 Signature

Name: Sarada Sruti Kandanur

Title: Senior Director – HR & Recruitment

**Employee:**

  
DocuSigned by: Harini Bandaru  
8EA07CAD0640A48A...  
 Signature

Harini Bandaru

Associate Engineer

21-Jun-2022 | 8:06 AM IST

**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad, Telangana – 500081





## Annexure-C

### EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

**This invention assignment and confidentiality agreement** (the “**Agreement**”) is made and entered into on this June 20th, 2022 by and between:

KORE.AI SOFTWARE INDIA PRIVATE LIMITED registered under the Indian Companies Act, 1956, having its registered office at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad, Telangana – 500081 (the “**Company**”), its parent, subsidiaries, affiliates, successors or assigns of the **FIRST PART**

**And**

Harini Bandaru, 8-3-231/A/44, Sri Krishna Nagar, Yousfguda, Hyderabad - 500045 (the “**Employee**”) of the **OTHER PART**

For the purposes of this Agreement, “Parties” shall have a collective reference to both the Company and Employee and “Party” shall mean either the Company or the Employee.

#### **WHERE AS:**

- (A) The Employee is in employment with the Company as “Associate Engineer”, from the Effective Date (defined below);
- (B) The Employee understands and acknowledges that during his employment with the Company, the Employee is required to receive training, which shall be imparted directly or indirectly by the Company, to update his or her skills to be properly equipped to effectively perform his/her duties and responsibilities of employment;
- (C) Information that Employee is exposed to for the direct or indirect purpose of performing his/her duties and responsibilities during the course of the employment is highly confidential;
- (D) The Employee is aware and understands that substantial expenditure is and would be incurred by the Company for imparting such training, whether formal or on-job training to the Employee;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein; in consideration of the Employee’s acceptance of the Offer Letter (defined below), signing of the Employment Agreement(Annexure-B) dated June 20th, 2022 with the Company; and the consequent appointment of the Employee with the Company, the Company and the Employee hereby agree as follows:

#### **1. Definitions**

- (a) “Confidential Information” means any data or information that is written, oral or graphical, belonging to the Company, its affiliates, its clients or customers, including but not limited to any data or information related to Company’s current, future and/or proposed products and services, technology, research, development, patent or patent applications, techniques, sketches, drawing, works of

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**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad, Telangana – 500081



authorship, models, inventions, processes, equipment, algorithms, software programs, software source comments and formulae, financial information and data, procurement and/or purchasing requirements, contractual relationships, business forecasts, sales and merchandising data, marketing plans, customers or business activities; any proprietary information, technical data, trade secrets or know-how, including but not limited to research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Employee by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment;

- (b) “Effective Date” means the date mentioned in the Offer Letter;
- (c) “Employee Handbook” means the Company’s employee handbook/intranet which contains all Company policies and procedures including any amendments made thereto;
- (c) “Employment Agreement” means the agreement signed by the Employee with the Company with respect to his terms and conditions of his employment;
- (d) “Intellectual Property means and includes (i) all patents and applications therefore, including docketed patent disclosures, awaited filings, re-issues, divisions, renewals, extensions and provisionals thereof (ii) all inventions (whether patentable or not), disclosures and improvements, all trade secrets, confidential business information (including research and development, know-how, compositions, mask works, designs, specifications, pricing and cost information and business and marketing plans), proprietary information, technical drawings and specifications, processes, methodologies etc.; (iii) all works of authorship, copyrights (including derivative rights thereof), copyright registrations and applications therefor; (iv) all trade names, trade dress, logos, product names, collective marks, collective membership marks, trademarks certification marks and service marks, trademark and service mark registrations and applications together with the goodwill of the business of the Company symbolized by the names and the marks; (v) all data and related documents, object code, databases, passwords, encryption technology, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) all technology developed or modified, including without limitation, customizations of third party technology and software, middleware, data base components, user interfaces and any other technology or software related thereto, (vii) any similar, corresponding or equivalent rights to any of the foregoing; (viii) all documentation related to any of the foregoing; (ix) all goodwill associated with any of the foregoing; (x) any and all moral rights (as defined below) that the Employee may have in or with respect to any Intellectual Property. The Employee hereby forever waives and agrees never to assert any and all moral rights he/she may have in or with respect to any Intellectual Property, even after his/her termination from the Company. “Moral rights” mean any rights to claim authorship of or credit for Intellectual Property, to object to or prevent the modification or destruction of any Intellectual Property, or to withdraw from circulation or control the publication or distribution of any Intellectual Property, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”



- (e) "Offer Letter" means the letter issued by the Company to the Employee offering him/her employment in the Company.
2. Except as otherwise provided in this Agreement and at all times hereafter, the Employee shall keep secret and retain in strictest confidence, any and all Confidential Information relating to the Company or any of its affiliates, and shall use such Confidential Information only in furtherance of his/her duties as an Employee of the Company or its affiliates and not for personal benefit or the benefit of any interest adverse to the interests of the Company or any of its affiliates.
  3. The Employee shall not disclose such Confidential Information to any person other than the Company, except as may be required by law or any court or administrative order (in which event the Employee shall so notify the Company as promptly as practicable). Upon the termination of the Employee's position as an employee of the Company or its affiliates for any reason, the Employee shall promptly return to the Company or destroy all copies, reproductions and summaries of Confidential Information in the Employee's possession or control and erase the same from all media in the Employee's possession or control, and, if the Company so requests, shall certify in writing that he or she has done so.
  4. All Confidential Information and such information that the Company or any of its affiliates received from a third party which the Company is obligated to treat as confidential shall remain the property of the Company. The Employee shall not use the Confidential Information and such third-party information in his/her Curriculum Vitae, bio-data, resume or any other professional description of the Employee either during or after termination of his/her employment with the Company.
  5. The Employee agrees any and all Intellectual Property that (i) is developed using equipment, supplies, facilities or trade secrets of the Company, (ii) results from work performed by me for the Company, or (iii) relates to the Company's business or actual or demonstrably anticipated research and development, will be the sole and exclusive property of the Company and hereby agrees to assign, and does hereby assigns, such Intellectual Property to the Company.
  6. The employee therefore does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property which may be conceived, made, developed or worked on, in whole or in part, solely or jointly with others during the term of the employment in order to secure for the benefit of the Company, adequate rights in such Intellectual Property in India, and all foreign countries; and further he/she agrees to assist the Company as required to draft such instruments, to obtain and to enforce such rights.
  7. The Employee agrees to assist the Company in every proper way to obtain proper legal protection for Intellectual Property and for the proper enforcement of such Intellectual Property in India and abroad. The Employee will execute any and all documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. These obligations of the Employee will continue beyond the termination of my employment with the Company, provided that the Company will compensate him/her for the expenses actually spent by him/her at the Company's request on such assistance. The Employee further agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.



8. The Employee represents that his/her performance of the terms of this Agreement and his/her duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. The Employee represents that he/she will not bring to the Company or use in the performance of his/her duties for the Company any documents or materials or intangibles of a former employer or third party that are of a confidential nature, not generally available to the public or have not been legally transferred to the Company.
9. **Non-Compete**
- 9.1 The Employee agrees that he/she will not, without the Company's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with the Company's business interest and causes a disruption of its operations.
- 9.2 In furtherance of clause 9.1 during his/her employment with the Company he/she will not provide services to a Competitor in any role or position (as an employee, consultant, or otherwise) that would involve Conflicting Business Activities. "Competitor" means an individual, corporation, other business entity or separately operated business unit of an entity that engages in a Competing Line of Business. "Competing Line of Business" means the business of providing products or services to enable customers to develop, or developing for customers, applications or services across different platforms and channels including mobile devices, tablet devices, kiosks and/or web sites (mobile and traditional) and includes any other business that involves a product or service offered by anyone other than the Company that would replace or compete with any product or service offered or to be offered by the Company with which he/she had material involvement while employed by the Company (unless the Company and its subsidiaries and other affiliates are no longer engaged in or planning to engage in that line of business). "Conflicting Business Activities" means job duties or other business-related activities where the Company does business, or management or supervision of such job duties or business-related activities, if such job duties or business-related activities are the same as or similar to the job duties or business-related activities in which he/she participates or as to which he/she receives Confidential Information during his/her employment with the Company.
10. **Non-Solicitation**
- 10.1 **Non-Solicitation of Employees/Consultants:** During his/her employment with the Company and for a period of one (1) year thereafter, he/she will not directly or indirectly solicit employees or consultants of the Company for my his/her benefit or for the benefit of any other person or entity.
- 10.2 **Non-Solicitation of Suppliers/Customers:** During and after the termination of his/her employment with the Company, he/she will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, he/she uses or discloses Confidential Information of the Company. The Employee agrees that the names and addresses of the Company's customers and suppliers not in the public domain, and all other information related to them, including their buying and selling habits and special needs, created or obtained by him/her during his/her employment, constitute trade secret or proprietary or confidential information of the Company.



11. **Name & Likeness Rights:** The Employee hereby authorizes the Company to use, reuse, and to grant others the right to use and reuse, his/her name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), during his/her employment, for no purposes whatsoever other than those related to the Company's business, such as marketing, advertising, credits, and presentations.
12. **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India. The courts at Hyderabad will have jurisdiction in case of any disputes which may arise between the Company and Employee in connection with this Agreement.
13. If any provision of this Agreement is invalid or prohibited under the applicable law, such invalidity shall not affect the validity of other provisions contained herein.
14. If at any time either Party fails to enforce any provision of this Agreement, it shall not be construed as a waiver of any provision and not prevent either Party from enforcing that provision or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by each of the Parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the Party against which enforcement is sought. Any amendment effected in accordance with this clause will be binding upon the Parties and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
15. The Employee understands that any failure to perform any acts or deeds required to be performed under the terms and conditions of this Agreement would result in breach thereof and such breach would entitle the Company such reliefs, including a claim for damages, injunctions, in addition to any other remedies that may be available at law.
16. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.
17. This Agreement shall be effective as on the Effective Date mentioned above.

**For KORE.AI SOFTWARE INDIA PRIVATE LIMITED:**

**Employee:**

By: DocuSigned by:  
Sarada Sruti Kandamur  
5B9173C0B01246A...  
Signature

DocuSigned by:  
Harini Bandaru  
8EA07CAD648A48A...  
Signature

Name: Sarada Sruti Kandamur

Harini Bandaru

Title: Senior Director – HR & Recruitment

Associate Engineer

21-Jun-2022 | 8:06 AM IST

**KORE.AI SOFTWARE INDIA PRIVATE LIMITED**

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad, Telangana – 500081



**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](http://www.barclays.com)

01 July 2022

Ishitaa Gangadhara  
H.No.38-13/8/1 Vinobhanagar  
Sainikpuri, Medchal  
Hyderabad  
500094

Dear Ishitaa,

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

Sanjeev Mishra  
Director HR Operations - GSC India

## 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** Ishitaa Gangadhara

**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** 1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.

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.

**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.

**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.

**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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.



## Qualification/ 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,



**Sanjeev Mishra**  
Director HR Operations - GSC India  
01 July 2022

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: \_\_\_\_\_

## 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 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 offer or 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.



**June 21, 2022**

**Candidate Ref#: 6192561**

**Juhiya Afreen  
Laxmi nagar colony, Attapur, Pillar no-119,  
Hyderabad,  
Telangana 500048  
India**

Dear **Juhiya Afreen**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Trainee Engineer - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam  
Head of HR**

Enclosure: Appointment letter

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



June 21, 2022

Candidate Ref#: 6192561

Juhiya Afreen  
Laxmi nagar colony, Attapur, Pillar no-119,  
Hyderabad,  
Telangana 500048  
India

Dear Juhiya,

We are pleased to confirm our offer to join "PepsiCo Global Business Services India LLP" ("The Organization") as a **Graduate Trainee Engineer - [#Global\_PEP\_Offer Details Form:Function**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retires. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization's annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the "Earned sign-on cash bonus"), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

3. Medical:

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You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

4. Annual Leave:

You are entitled to Annual leave in accordance with Organization policy.

5. Termination:

Your services with the Organization can be terminated by either side, without assigning any reason, by giving 60 (sixty) days' notice in writing ("Notice Period"). Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.

6. Non-Disclosure:

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

7. Non-Compete:

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

- (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
- (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
- (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

8. Termination Payments:

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

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9. Governing Laws:

Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

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**ANNEXURE A**

**Name of Candidate: Juhiya Afreen**

**External Title – Function: Graduate Trainee Engineer - IT**

**DOJ: July 11, 2022**

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joiners on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

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500075

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**April 22, 2022**

**Candidate Ref#: 5990814**

**Khyathi Sri Gudibandla**  
**Plotno:925, Avanthika's srinivasam, Roadno:2/5A, Matrusrinagar,**  
**Hyderabad,**  
**Telangana 500049**  
**India**

Dear **Khyathi Sri Gudibandla**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Engineer Trainee - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam**  
**Head of HR**

Enclosure: Appointment letter

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April 22, 2022

Candidate Ref#: 5990814

**Khyathi Sri Gudibandla**  
**Plotno:925, Avanthika's srinivasam, Roadno:2/5A, Matrusrinagar,**  
**Hyderabad,**  
**Telangana 500049**  
**India**

Dear **Khyathi Sri**,

We are pleased to confirm our offer to join "**PepsiCo Global Business Services India LLP**" ("The Organization") as a **Graduate Engineer Trainee - IT**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retiral. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization's annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the "Earned sign-on cash bonus"), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

3. Medical:

You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

**(This entity is registered with Limited Liability) LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



4. Annual Leave:  
You are entitled to Annual leave in accordance with Organization policy.
5. Termination:  
Your services with the Organization can be terminated by either side, without assigning any reason, by giving 60 (sixty) days' notice in writing ("Notice Period"). Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.
6. Non-Disclosure:  
You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.
7. Non-Compete:  
In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:
  - (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
  - (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
  - (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.
8. Termination Payments:  
As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.
9. Governing Laws:

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Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

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**ANNEXURE A**

**Name of Candidate: Khyathi Sri Gudibandla**

**External Title – Function: Graduate Engineer Trainee - IT**

**DOJ: July 11, 2022**

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joiners on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

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# JPMORGAN CHASE & Co.

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## 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.

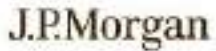
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



29-Apr-2022

Srungarapu Harshitha  
Villa no 98, Oorjitha Grand Viera-Phase 3, Gundlapochampally  
Hyderabad  
-500014  
HYDERABAD  
Telangana  
INDIA

Dear Srungarapu Harshitha,

### **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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### 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 INR1,00,000, 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.

**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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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

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**Deloitte.**Deloitte Consulting India Private Limited  
Deloitte Towers, Survey No. 41, Gankhewadi Village,  
Kanga Roddy District, Hyderabad - 500033, Telangana,  
IndiaTel: +91 020 47631000  
www.deloitte.com

Tel: 020, 2012

Mr. Sadula Niharika  
H.No. 3-82, Dhanuapally, Madhav,  
Hyderabad, 501211  
India

Subject: Offer of Employment

Dear Sadula Niharika:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst based in Hyderabad**.We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with our team, and we are excited with the prospect of you joining our organization on **September 5, 2022**.

Your immediate manager will coordinate details of your role and work responsibilities in the initial weeks of your joining the employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical or financials and nature of the project, in different work settings, at designated work space and location as may be decided by the Company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 900,000/-** and will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your base salary. The actual cash amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached **Annexure A**.As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **September 5, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to make the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including but not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as medical, dental and gym, which are generally accorded to the employees of the Employer, subject to the applicable levels, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its US-based subsidiaries (the "Deloitte U.S. Firm") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte U.S., we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 5, 2022**, or an alternative mutually agreed upon date.Head Office: Deloitte Tower | Survey No. 41, Gankhewadi Village, Kanga Roddy District, Hyderabad - 500033, Telangana, India  
WhatsApp: 02047631000 | Call: +91 020 47631000

This is a system generated offer

Page 1 of 11

5<sup>th</sup> July 2022

Rishitha Madireddy  
Plot # 21, Soujanya Colony,  
Bapuji Nagar, Bowenpally, Secunderabad,  
Hyderabad, Telangana - 500011

**Subject: Appointment Letter**

Dear Rishitha,

Welcome to GE Appliances, a Haier Company.

We are pleased to offer you the position of **Associate Analyst, Data Privacy** at Level **P1** in GE Appliances, a Haier Company under the legal entity of Wonder Global (India) Technology Centre Private Limited (“GEA” or “**Company**”). You will be reporting to **Yogesh Mohan Sinha - Senior Principal DT Program Manager, Data Privacy**. This position will initially be based in Hyderabad, but is assignable anywhere in India.

Your compensation is indicated in the Compensation & Benefits worksheet attached as Annexure A. This appointment is subject to the Terms and Conditions of Employment and the [Employee Innovation and Proprietary Information Agreement] attached as Annexure B and C respectively.

Please confirm your acceptance of enclosed Terms and Conditions of Employment and the Employee Innovation and Proprietary Information Agreement to your HR manager.

On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Yours Sincerely,  
For Wonder Global (India) Technology Centre Private Limited.



**Hemavathi Byrappa**  
**Director - Human Resources**

Signed on 5<sup>th</sup> July 2022, Bangalore

**Enclosures:**

Annexure A - Compensation & Benefits  
Annexure B - Terms and Conditions of Employment in duplicate  
Annexure C - Employee Innovation and Proprietary Information Agreement in duplicate  
CC: Payroll / Personal File

## Annexure A

### Wonder Global (India) Technology Centre Private Limited.

#### Compensation & Benefits Statement

**Name:** Rishitha Madireddy  
**Designation:** Associate Analyst, Data Privacy  
**Level:** P1

---

Annual Total Compensation 922,100 (Fixed Compensation + Variable)

Fixed Compensation Components	Amount per annum (INR)	Remarks
Basic Salary	360,000	
Provident Fund	43,200	12% of basic salary
Flexible Components*	496,800	Components to be determined by employee basis guidelines mentioned below
Total Fixed Compensation	900,000	

Variable Pay		
Performance Bonus	22,100	Indicative as per performance bonus guidelines

- Health Insurance for Self and Family as per policy
- Life and Personal Accident Insurance as per policy
- Gratuity over and above Compensation as per policy

As a part of GEA, we offer you the flexibility to select benefits within a pre-designed structure that are most suitable to your life stage, lifestyle and specific responsibilities. You are advised to complete your benefit selections and dependents declaration within 30 days of joining.

Yours Sincerely,  
For Wonder Global (India) Technology Centre Private Limited.



**Hemavathi Byrappa**  
**Director - Human Resources**

Signed on 5<sup>th</sup> July 2022, Bangalore



**\* Guidelines**

**The amount mentioned above in the Flexible components can be assigned by the employee as per the following norms:**

House Rent Allowance	Up to 60% of Basic Salary
Self-Car Reimbursement	On actuals, subject to overall cap of INR 28,800 (Fuel & Maintenance expenses for personal vehicle), if conveyance allowance is not claimed
Leave Travel Allowance	On actuals
National Pension System ("NPS")	10% of Basic Salary
Special Allowance	Residual amount of Total Fixed Compensation

## Annexure B

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 1. DATE OF APPOINTMENT

1.1 Your appointment is effective from **18<sup>th</sup> July 2022**.

1.2 This appointment is conditional and subject to (i) satisfactory and positive clearance of specific background check on you; and (ii) you are being found medically fit as per the Company's policy and requirements.

You acknowledge that you will provide the documentation required by law as evidence of your personal identity and work eligibility. You agree that the Company reserves the right to withdraw the appointment letter or terminate your employment as the case may be, without further notice and any liability, if such clear and positive background check is not obtained and or you are found medically unfit for the position offered to you. The results, if negative shall be conveyed to you. However, the decision of the Company in regard to background check and medical fitness to work shall be final and binding on you. You further acknowledge that your continuance in employment is subject to you being found medically fit and the Company shall have the right to get you re-examined from any company approved medical service provider to ascertain your fitness to work whose decision will be final and binding on you.

#### 1.3 Probation Period

In the event, you are a new joiner to GEA, you shall be on probation for a period of six (6) months commencing from the date of your joining ("Probation Period"). During Probation Period, your employment may be terminated at any time by you or by the Company on written one (1) month notice. Your Probation Period may be extended for a further period of three (3) months, at Company's discretion. Unless terminated or extended as stated above, your appointment will stand confirmed at completion of the Probation Period.

#### 2. COMPENSATION & BENEFITS RELATED

2.1 Your compensation indicated in the Compensation & Benefits worksheet attached hereto and incorporated herein as **Annexure A**, will be payable net of statutory deductions at the end of each month on a pro- rata basis as may be applicable and reviewed appropriately based upon your performance/accomplishments. Benefits as applicable are subject to modification, suspension, substitution or discontinuation at the Company's sole discretion.

#### 2.2 Statutory Benefits

You will be eligible to Provident Fund benefits as per applicable statutory laws and Company policy. You will also be eligible to Gratuity benefit after five (5) years of completed service in the Company, and as per applicable statutory laws and the Company's policy. This amount is payable only upon retirement, termination, separation or death of an employee.

2.3 You will retire from the Company at the age of 60 years.

### 3. **PRIVILEGE LEAVE, NATIONAL AND PUBLIC HOLIDAYS**

3.1. You will be entitled to twenty-five (25) all-inclusive privilege leave in each calendar year, which is credited on January 1st every year. You are required to review the Company's leave policy for further information.

3.2. You will be entitled to Public and National holidays where these are recognized by the Company.

### 4. **WORKING PATTERN**

4.1. You will be required to observe the working hours as prescribed by the Company. The Company reserves the right, at any point of time, to designate mandatory office timings / inform the office where you must report to work.

### 5. **DUTIES**

5.1. You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your manager(s).

5.2. You are required to devote your full time and attention during working hours to the performance of your duties, and to act in the best interests of the Company at all times. You must not, at any time during your employment (either during working hours or outside), except with the Company's prior written approval, undertake any work, or be in any way concerned or be interested in any business or activity which may, in the Company's opinion, adversely affect the proper performance of your duties, the Company's business or its reputation.

5.3. You confirm that you are not currently subject to a non-compete, confidentiality or any other employment agreement that would interfere with your ability to work for the Company in the position offered. You agree that this position is full-time employment and that you will not provide services for remuneration other than to the Company without the prior written consent of the Company or be interested in any outside activity which could cause an actual or potential conflict of interest with the Company. All conflicts or potential conflicts of interest must immediately be disclosed by you to your manager. Details of GEA's Conflicts of Interest Policy are contained in the Policy (defined in Clause 6 below). It is a condition of your employment that you disclose any such conflicts before you join the Company and that you disclose any others that arise during your employment.

### 6. **COMPANY POLICIES**

6.1. It is an express condition of your employment that you agree to uphold GEA commitment to ethical business practices as detailed in: Our Code: Our Promise" (**the "GEA's Integrity Policy"**) and any associated documentation as amended over time. You will be covered by the GEA's Integrity Policy, a copy of which shall be provided to you. Please read the GEA's Integrity Policy carefully and refer to the Policy at all times. By signing this letter, you accept, understand and agree that you will sign and return the acknowledgment form, or complete such other process as determined by the Company, constituting your acknowledgment of receipt of the GEA's Integrity Policy and your personal commitment to comply with the policies described therein. If and when you have a concern about a possible violation of the GEA's Integrity Policy, you will report the concern to your manager,

a compliance resource within the Company, the Company legal counsel, an ombudsperson or another contact listed in Integrity Policy.

- 6.2. You are required to familiarize yourself with the Company's health and safety procedures and take care of your own health and safety and that of your colleagues. The Company reviews its safety procedures regularly. You should report any safety concerns to your manager as quickly as possible. If you are engaged on certain processes, or working in certain areas, it will be necessary for you to wear protective clothing. This will be notified to you after joining the Company.
- 6.3. You will be required to apply and maintain the highest standard of personal conduct and integrity and comply with the GEA's Integrity Policy, the terms of this letter and/or any other Company policies and procedures. Any violation of the same can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

## 7. **CONFIDENTIAL INFORMATION**

- 7.1. You acknowledge that during your employment you will have access to confidential and proprietary information regarding the intellectual property, customers, suppliers, agents and employees which is confidential or is commercially sensitive to the business of the Company, and therefore you will be required to sign the Employee Innovation and Proprietary Information Agreement (**the "EIPIA"**), attached to the Appointment Letter as **Annexure C**. "GEA" shall have the meaning as defined hereinafter in these Terms and Conditions of Employment. Nothing in this clause or the EIPIA will prevent you from disclosing information that is already in, or comes into, the public domain other than through your unauthorized disclosure or to comply with a Court Order or to perform any statutory obligation.
- 7.2. Please have the EIPIA signed in duplicate and witnessed by another at the time of your joining. A copy should be handed over back to HR for record and a copy retained by you. The EIPIA will form part of these Terms and Conditions of Employment.
- 7.3. As you will have access to confidential and proprietary information regarding the customers and business of the Company, you agree that:

### 7.3.1. Non-compete

You will not be concerned, either directly or indirectly in any business lines/divisions outside of the Company during your employment or for a period of six (6) months thereafter which compete with or are likely to compete with the Company or the relevant business lines/divisions of the Company conducting business in India, Bangladesh, Sri Lanka, Bhutan, Nepal and Maldives as the case may be, in which you were actively involved during the last year of your employment with the Company prior to the end of your employment. For this purpose, you are concerned in a business if:

- (a) You carry it on as principal or agent; or
- (b) You are a partner, director, employee, secondee, consultant or agent in, of or to any person who carries on the business; or
- (c) You have any direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the business; or

- (d) You are a partner, director, employee, secondee, consultant or agent in, of or to any person who has a direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the business.

#### 7.3.2. Non-solicit

You will not directly or indirectly on your own account or on behalf of or in conjunction with any person, firm or company (directly or indirectly) during your employment or for a period of twelve (12) months thereafter (except on behalf of the Company):

- (a) Canvass or solicit business from any customer for products or services, with whom you were involved in the course of your employment; or
- (b) Induce any potential customer not to establish a relationship with the Company, with whom the Company has had discussions or negotiations, or
- (c) Deal with any such person referred to in sub-clause (a) and (b) above in any other manner whatsoever.

#### 7.3.3. Non-poach

You will not directly or indirectly on your own account or on behalf of or in conjunction with any person during your employment or for a period of twelve (12) months thereafter induce or attempt to induce (directly or indirectly) any employee to leave the employment of the Company (whether or not this would be a breach of contract by such employee) or induce or attempt to induce any marketing agent, or consultant of the Company to terminate his/her agency, or consultancy with the Company (as applicable).

- 7.4. The covenants in sub-clauses 7.3.1, 7.3.2, and 7.3.3 above are for the benefit of the Company itself and as trustee for Company. In the event of any breach of these covenants the Company reserves the right to seek specific performance of these covenants including (without limitation) damages and/or injunctive relief
- 7.5. Each of the restriction in sub-clauses 7.3.1, 7.3.2, and 7.3.3 above is enforceable independently of the others and its validity is not affected if any of the others is invalid. If any of those restrictions is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any of the unenforceable or void restrictions would be valid in the event some part of the restriction were deleted, the restriction in question would apply with such modification as may be necessary to make it valid and enforceable and which most nearly reflects the original intent of the invalid or unenforceable restriction.
- 7.6. You acknowledge that your position with the Company gives you access to and the benefit of confidential information which is important to the continuing business of the Company and influence over and connection with the Company's customers, agents, employees in or with which you are engaged or in contact and you acknowledge and agree that the provisions of this clause are reasonable in their application to you and necessary but no more than sufficient to protect the interests of the Company.

## 8. **DATA PROTECTION**

- 8.1. The Company processes personal data relating to its employees for a range of legitimate human resources, business, administrative and safety/security purposes.
- 8.2. You agree that the Company may disclose your name, contact details, gender and such other information as is necessary to facilitate your enrolment in, and continuing membership of, any plan provided by or on behalf of the Company (including any pension plan). By signing these Terms and Conditions of Employment as part of your appointment you are also consenting to the processing of all such 'non-sensitive data' and this will be deemed to continue whilst you remain a member of the plan(s). From time to time, you may also be asked to provide 'sensitive data' such as medical details and the like but you will be asked to specifically consent to the processing of such sensitive data at the time it is provided. For further information, please see the GEA's Integrity Policy that covers the use and management of such sensitive data.
- 8.3. The Company reserves the right to monitor the use of its resources, including use of email, the internet, the Company's intranet, your PC/laptop, telephone and/or any mobile phone or Blackberry issued to you. For further information on the use of GEA resources please see the policy on the "Acceptable Use of GEA Information Resources", which applies to all GEA entities in the Haier Group as amended over time. A copy of the same will be made available to you after you join the Company. Disciplinary action may be taken, up to and including dismissal if, in the reasonable opinion of the Company, its resources are abused or put to unsuitable use.

## 9. **COMPANY PROPERTY**

- 9.1. On resignation and/or on termination of your employment (either immediately upon request or before the last day of employment at the latest, whichever is earlier) you are required to return to the Company all Company property including any Company car, Company credit or charge cards, mobile phone and Palm Pilot/Blackberry (if applicable), your security pass and/or keys, computer, laptop plus hard and software (including discs), data in any form and all documents in whatever form (including notes and minutes of meetings), customer lists, diaries, address books, computer printouts, plans, projections, publicity material, brochures, price lists together with all copies (irrespective of by whom and in what circumstances such copies were made) which were in your possession or under your control.

## 10. **DEDUCTIONS**

- 10.1. You agree that the Company may deduct from your compensation (including leave encashment, pay in lieu of notice etc.) any amounts, which are owed by you to the Company, or any amounts in respect of damage to Company property caused by you or to replace Company property that you fail to return to the Company or which are required under any other GEA policy, guideline or procedure or under the terms of this letter.
- 10.2. You agree to inform the Company as soon as reasonably possible in the event of any overpayment of compensation or expenses and refund the same to the Company.

## 11. NOTICE

- 11.1. Your employment may be terminated by you or the Company with two (2) months' prior notice in writing. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu thereof. Any resignation would have to be accepted by the Company to become effective.
- 11.2. Without prejudice to the Company's right to summarily dismiss you for misconduct under 11.4, in the event the Company terminates your employment as mentioned in clauses 11.1 and 11.3 hereunder, the Company may, in its absolute discretion, pay you a sum in lieu of whole or part of the notice. Notice pay (in either case) is calculated on your last earned basic salary at the time of separation but not the other benefits, to which you would have been entitled during the period of notice or during any unexpired period of notice (as the case may be).
- 11.3. The Company reserves the right to terminate your employment without assigning any reason whatsoever.
- 11.4. The Company may also terminate your employment without notice if you commit an act of misconduct, or for violations of the GEA Integrity Policy. Any breach of these Terms and Conditions of your appointment shall be considered to be violation of Company's policy and you may be forthwith terminated.
- 11.5. If you hold any directorships or other offices in the Company you agree all such offices shall cease on account of the cessation of your employment with the Company for any reason (including but not limited to resignation, termination, retirement or otherwise), and without prejudice to the above, you agree to take all necessary steps and sign all such documents as may be necessary (including resignation letters from such offices) to give effect to this intent immediately on such cessation of employment without any compensation.
- 11.6. In the event of termination by the Company the Company may require you to absent yourself from its premises on garden leave and not participate in the working of the Company during the unexpired portion of the notice period.
- 11.7. If you, at any time, are prevented by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company and supply it with such details as required. If you are unable for a period of six (6) months or more to perform your duties hereunder, the Company has the right to terminate your employment, however the Company may, at its discretion, extend the leave of absence granted to you, depending on the circumstances of your case.

## 12. VARIATIONS OF TERMS AND CONDITIONS

- 12.1. The company reserves the right to make reasonable changes to any of the terms and condition of your employment. You will be given appropriate written notice of any such changes, which may be given by way of individual notice or a general notice to all employees. Where from time to time the Company changes or introduces policies and procedures in relation to its employees, these will be deemed to apply to this employment.

**13. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 13.1 These Terms and Conditions of your Employment shall be governed by and construed in accordance with the laws of the Republic of India.
- 13.2 The employee and the Company (individually the “Party” and collectively the “Parties”) agree that they shall in good faith work towards the implementation of these Terms and Conditions of Employment. Any dispute or difference arising at any time between the Parties hereto as to the construction, meaning or effect of these Terms and Conditions of Employment or any clause or provision contained herein or the respective rights, duties, liabilities or obligations of either Party hereunder or in the event of any breach or threatened breach of the provisions contained herein, the Parties shall first attempt to resolve the dispute through mediation. The Parties agree that a senior HR Manager of a GEA other than the business of the employee will be appointed as the mediator and will assist the parties to reach an amicable settlement.
- 13.3 If the dispute is not settled by mediation within thirty (30) days of the appointment of the mediation, or such further period as the Parties shall agree in writing, then the same shall be subject to the exclusive jurisdiction of the Courts of Bangalore
- 13.4 Notwithstanding anything to the contrary contained in these Terms and Conditions of Employment that form a part of your appointment, you agree that any breach or threatened breach of the terms of these Terms and Conditions of Employment or any agreement or policy referred in these Terms and Conditions of Employment and/or the Appointment Letter is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by money damages. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court of competent jurisdiction restraining such a breach or threatened breach and the right to specific performance, and you hereby waive the adequacy of a remedy at law as a defense to such relief.

**14. ENTIRE AGREEMENT**

- 14.1 The Compensation and Benefits set out in Annexure A, these Terms and Conditions of Employment (including the Employee Innovation and Proprietary Information Agreement set out in Annexure C) all form a part of the Appointment Letter and are in substitution of and supersede any previous contract of employment or other arrangements (whether formal or informal, written or oral) relating to your employment with the Company, which are deemed to have been terminated by mutual consent with effect from the date of the Appointment Letter.

**15. GENERAL**

- 15.1. By signing the Appointment Letter and these Terms and Conditions of Employment that form a part of the Appointment Letter you confirm that there is no contractual or other reason why you should not be recruited by the Company to fulfill this position or perform this function.



Please confirm your acceptance of these Terms and Conditions of Employment as part of your appointment by signing in duplicate, retaining one original for yourself and returning the other original to your HR manager by the mentioned timelines. On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Yours Sincerely,  
For Wonder Global (India) Technology Centre Private Limited.



**Hemavathi Byrappa**  
**Director - Human Resources**

Enclosures: As above  
CC: Payroll / Personal File

I acknowledge receipt of this appointment letter and agree to the terms and conditions of employment set out above.

Signature:

Name: \_\_\_\_\_ Place: \_\_\_\_\_ Date: \_\_\_\_\_

The contents of this letter are company confidential and privileged. The contents of this letter cannot be shared with any individual or companies without the written consent of the signatory of this letter

## Annexure C

### EMPLOYEE INNOVATION AND PROPRIETARY INFORMATION AGREEMENT

TO: Wonder Global (India) Technology Centre Private Limited (hereinafter referred to as the "Company".)

If I become an employee of a controlled (either directly or indirectly) subsidiary or affiliate in India of Wonder Global (India) Technology Centre Private Limited, then with respect to, and for the purposes of, such employment, "Company" shall refer to such controlled subsidiary or affiliate).

In consideration of my employment by Company (which consideration shall include my employment with a controlled (directly or indirectly) subsidiary or affiliate of Wonder Global (India) Technology Centre Private Limited), and the compensation paid to me by the Company, I ("employee") agree:

- (a) to disclose and hereby assign to the Company (or as the Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment (1) that relate to the business or the present or demonstrated or reasonably foreseeable future research or development of the Company or its parent, subsidiaries or affiliates, or (2) that result from or are suggested by any work that I may do for the Company or its parent, subsidiaries or affiliates or (3) that are otherwise made through the use of Company, or its parent, subsidiaries or affiliates, time, equipment, supplies, facilities, material or secret\* or confidential\* information or data. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation.

That all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made under a contract of service" as understood in section 17 (c) of The Copyright Act, 1957 and I further agree, to the extent any such sole or joint work within the scope of my employment is determined not be a work made under a "contract of service or apprenticeship" that I will disclose and assign to the company (or as the company may direct) as its exclusive property any such original work of authorship and any copyright therein; In case of works so assigned I agree to give up my right to claim authorship as envisaged in section 57 of The Copyright Act, 1957 in accordance with section 21 of the same Act;

- (b) to execute, upon the request of the Company, all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees (and to vest legal title in the Company or its nominees in), patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries;
- (c) to make and maintain for the Company adequate and current written records of all such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information;
- (d) at the Company's request, or upon any termination of my employment to deliver to the Company promptly all items that belong to the Company or its parent, subsidiaries or

affiliates or that by their nature are for the use of Company employees only, including, without limitation, all written and other materials that are of a secret\* or confidential\* nature relating to the business of the Company or its affiliates;

- (e) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret\* or confidential\* information or data of the Company or its parent, subsidiaries or affiliates or any information or data of others that the Company or its parent, subsidiaries or affiliates are obligated to maintain in confidence;
- (f) not to disclose or use in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this agreement;
- (g) I acknowledge that breach of any obligation or other provision of this agreement may cause irreparable injury to the Company which cannot be fully compensated by money. I therefore agree that in the event of any breach or threatened breach of this agreement by me, the Company shall be entitled to injunctive or other equitable relief as may be permitted by law;
- (h) that the Company where permitted by law, may, at any time and without further consent, access and monitor a) any documents, data or information relating to my employment and b) my usage of Company information and resources, including but not limited to: computers, computer software, electronic mail, on-line services, voice mail, facsimile machines, telephones and photocopiers;
- (i) that my employment with the Company is "at will" and that both the Company and I have the right to terminate my employment at any time, with or without advance notice and with or without cause;
- (j) that if, at any time, I become an employee of a controlled (either directly or indirectly) subsidiary or affiliate of Company in [India], then with respect to, and for purposes of, such employment 1) my obligations under this Agreement shall also apply to such employment and 2) the term "Company" as used in this Agreement shall refer to such controlled subsidiary or affiliate;
- (k) I understand and agree that Company may, in the ordinary course of business, reproduce this original agreement by any means including, but not limited to, electronic copying, electronic faxing or electronic scanning, storing and printing and I hereby accept, acknowledge and recognize such reproductions as authentic in lieu of this original agreement and hereby accept (and will not object to) any use whatsoever by Company of such reproductions including, without limitation, admission and use in any proceeding in any country including those in or before any agency, patent office, court or tribunal. I further agree that such reproductions shall have the same force and effect as this original agreement; and
- (l) I also understand my personal data will be collected and processed pursuant to Company's Employment Data Protection Standards.

This agreement supersedes and replaces, as of the date below appearing under my name, any prior existing agreement (which shall remain effective with respect to matters relating to my employment prior to such date) between the Company and me relating generally to the same subject matter and this agreement shall be effective with respect to matters relating to my employment on or after such date. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company.

Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is neither invalid, illegal nor otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

*\*These terms are used in the ordinary sense and do not refer to the official security classifications of the United States Government. The Company generally considers "secret" or "confidential" any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine readable or other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information or data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business operations, business plans, information systems, supplier information, customer, agents and employee data and lists and any information and data in electronic form. For further information, you should consult your Company's assigned legal counsel.*

TYPE OR PRINT IN INK	
Full Name	Component: Wonder Global (India) Technology Centre
Single Sign On No.	Location

_____ (Witness) (The employee's immediate manager or other appropriate representative of the Company)	_____ (Signed) (Employee's signature- to include employee's first name in full)
_____ Employee's Position	_____ Date

Countersigned - Authorized Company Representative

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above:

\_\_\_\_\_  
\_\_\_\_\_

# Model N

29-Jun-22

Rithika Chintala

Hyderabad, Telangana. INDIA.

## Letter of Offer

Dear Rithika Chintala,

We are pleased to extend offer to you for the position of "Associate Member Technical Staff" with Model N India Software Private Ltd to join us on **01-Aug-22**. You will be offered a CTC of **Rs. 7,61,250** per annum including 5% bonus and additional benefits added in as per the below stack up. You will get the detailed appointment letter of the terms of the offer discussed with you on the date of your joining. Please let me know if you can wind up your prior commitments and join us by that date.

Please find below the components of your salary break-up:

Components	INR Per Annum
Basic salary (A)	3,62,500
HRA (B)	2,17,500
Employee Provident Fund and family pension fund (Company contribution) @12% on basic* (C)	43,500
Flexible components (Listed Below) (D)	1,01,500
Variable Compensation fully funded @ Target 5% (Based on Company & Individual Performance)	36,250
Cost To Company (CTC)	7,61,250

<b>RSU</b>	<b>USD 4000</b>
------------	-----------------

All Payments shall be made net of applicable taxes including Income tax, Professional tax etc.

### RSUs and ESPP

Model N management will recommend to the Compensation Committee of our Board of Directors that you be granted Restricted Stock Units (RSUs) with a value of USD **4000**. The number of shares will be determined based on the average closing price of the month of hire. RSUs vest over a four-year period with 25% vesting on the first annual anniversary of the 15th day of the second month of the quarter of your start date and 6.25% vesting quarterly thereafter. In addition, as an employee of Model N, you will be eligible to participate in our Employee Stock Purchase Program (ESPP). The ESPP offers employees the opportunity to purchase Model N stock at a 15% discount using post-tax payroll deductions. Enrollment into the program occurs twice a year in February and August.

# Model N

## Flexible Compensation Components (D)

You may select from the following menu of flexible compensation components not to exceed a total of **Rs. 1,01,500** per annum. Conditions and limitations may apply.

Flexible Components	Description
Car Expense Reimbursement	Based on actual fuel bills for car owned by employees and used for office. Rs. 1800 per month if car engine capacity is up to 1600cc and Rs 2400 per month if engine capacity exceeds 1600 cc. RC book, fuel bills are required to be submitted.
Transport Allowance	1. For transportation expenses to and from the office, up to Rs. 2500 per month. 2. Employees can avail transport facility as per policy for commuting between home and office. This is subject to availability of vehicles on the requested routes. Transport/ Cab policy lays down the guidelines and the process.
Children Education Allowance	Rs. 100 per month per child for max of 2 children
Children Hostel Allowance	Rs. 300 per month per child for max of 2 children
Contribution to National Pensions Scheme (NPS)	10% of monthly Basic salary
Food vouchers/coupons	1. Food vouchers up to Rs. 2200 every month 2. Model N provides lunch in office at concessional cost and any changes therein will be updated from time to time.
LTA (Leave Travel Allowance)	Leave travel expenses will be reimbursed up to a maximum of Rs 50,000 per year subject to submission of proof of expenses and compliance with the rules laid down in the leave travel policy by the company
Flexi Component	Residuary amount to make up 100% of flexible component and fully taxed.
<b>SUB TOTAL (Flexible)</b>	<b>1,01,500</b>

## Additional Components / Benefits

In addition to the RSUs mentioned above, you will be eligible for

- Leave Encashment as per policy
- Gratuity as per Employment Laws
- Medical (Family Floater) Insurance + Group Term Life Insurance as per company policy

Please reach out to us in case you have any questions. We look forward to having you onboard soon.

Yours faithfully,  
For Model N India Software Pvt. Ltd



**Rajalakshmi Sivanand**  
Senior Director – Human Resources



**April 22, 2022**

**Candidate Ref#: 5992987**

**Rohini Padala**

**Flat no 201 Plot no 229-a ,Sitarama Nilayam Apartment  
12.,  
Hyderabad,  
Telangana 500034  
India**

**Mla colony ,Banjara Hills Road no**

Dear **Rohini Padala**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Engineer Trainee - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam  
Head of HR**

Enclosure: Appointment letter

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



April 22, 2022

Candidate Ref#: 5992987

Rohini Padala

Flat no 201 Plot no 229-a ,Sitarama Nilayam Apartment

Mla colony ,Banjara Hills Road no

12.,

Hyderabad,

Telangana 500034

India

Dear Rohini,

We are pleased to confirm our offer to join “**PepsiCo Global Business Services India LLP**” (“The Organization”) as a **Graduate Engineer Trainee - IT**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retiral. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization’s annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the “Earned sign-on cash bonus”), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

3. Medical:

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Tel: +91 40 7136 9000





You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

4. Annual Leave:

You are entitled to Annual leave in accordance with Organization policy.

5. Termination:

Your services with the Organization can be terminated by either side, without assigning any reason, by giving 60 (sixty) days' notice in writing ("Notice Period"). Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.

6. Non-Disclosure:

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

7. Non-Compete:

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

- (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
- (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
- (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

8. Termination Payments:

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be

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500075

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deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

9. Governing Laws:

Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

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500075

Tel: +91 40 7136 9000



## ANNEXURE A

Name of Candidate: Rohini Padala

External Title – Function: Graduate Engineer Trainee - IT

DOJ: July 11, 2022

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joiners on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

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500075

Tel: +91 40 7136 9000



**April 22, 2022**

**Candidate Ref#: 5993586**

**Sri Snigdha Karri  
#203, Surakshaa Millennium, White Fields, Kondapur,  
Hyderabad,  
Telangana 500084  
India**

Dear **Sri Snigdha Karri**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Engineer Trainee - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam  
Head of HR**

Enclosure: Appointment letter

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



April 22, 2022

Candidate Ref#: 5993586

Sri Snigdha Karri  
#203, Surakshaa Millennium, White Fields, Kondapur,  
Hyderabad,  
Telangana 500084  
India

Dear **Sri Snigdha**,

We are pleased to confirm our offer to join "**PepsiCo Global Business Services India LLP**" ("The Organization") as a **Graduate Engineer Trainee - IT**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retinals. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization's annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the "Earned sign-on cash bonus"), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

3. Medical:

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You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

4. Annual Leave:

You are entitled to Annual leave in accordance with Organization policy.

5. Termination:

Your services with the Organization can be terminated by either side, without assigning any reason, by giving 60 (sixty) days' notice in writing ("Notice Period"). Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.

6. Non-Disclosure:

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

7. Non-Compete:

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

- (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
- (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
- (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

8. Termination Payments:

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be

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deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

9. Governing Laws:

Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

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## ANNEXURE A

Name of Candidate: Sri Snigdha Karri

External Title – Function: Graduate Engineer Trainee - IT

DOJ: July 11, 2022

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joiners on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

### PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP

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# JPMORGAN CHASE & Co.

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## 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.

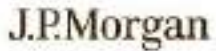
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



29-Apr-2022

Sathvika Patwari  
Plot 35, Harini Mansion, Madipally  
peerzadiguda, Hyderabad, Telangana  
-500089  
HYDERABAD  
Telangana  
INDIA

Dear Sathvika Patwari,

### **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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### 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 INR1,00,000, 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.

**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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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





**April 22, 2022**

**Candidate Ref#: 5990721**

**Sheetal Naini**

**Villa no 23, Subishi Mist Luxury Homes Mokila, shankarpally mandal ,  
Hyderabad,  
Telangana 501203  
India**

Dear **Sheetal Naini**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Engineer Trainee - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam**  
**Head of HR**

Enclosure: Appointment letter

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



April 22, 2022

Candidate Ref#: 5990721

Sheetal Naini

Villa no 23, Subishi Mist Luxury Homes Mokila, shankarpally mandal ,  
Hyderabad,  
Telangana 501203  
India

Dear Sheetal,

We are pleased to confirm our offer to join “**PepsiCo Global Business Services India LLP**” (“The Organization”) as a **Graduate Engineer Trainee - IT**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retiral. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization’s annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

You will be eligible for a one-time sign-on cash bonus of INR XY. This amount is subject to tax deduction and paid in tranches as below:

- 50% on 30 days from the date of joining
- 50% on completion of one year of tenure

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the “Earned sign-on cash bonus”), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

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500075

Tel: +91 40 7136 9000



# PEPSICO

3. Medical:

You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

4. Annual Leave:

You are entitled to Annual leave in accordance with Organization policy.

5. Termination:

Your services with the Organization can be terminated for violating Organization's policy/ies, by giving 2 weeks' notice in writing during your probationary period and 60 (sixty) days on being confirmed on services of the Organization. Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.

6. Non-Disclosure:

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

7. Non-Compete:

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

- (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
- (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
- (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

8. Termination Payments:

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be

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500075

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deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

9. Governing Laws:

Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

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500075

Tel: +91 40 7136 9000



## ANNEXURE A

Name of Candidate: Sheetal Naini

External Title – Function: Graduate Engineer Trainee - IT

DOJ: July 11, 2022

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joinees on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

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500075

Tel: +91 40 7136 9000

**Interim Selects | Capgemini Campus Drive | CBIT | 1st Oct 2021**

2 messages

**N, Thejasvi Kumar** <thejasvi-kumar.n@capgemini.com>

Fri, Oct 1, 2021 at 10:36 PM

To: "placements@cbit.ac.in" &lt;placements@cbit.ac.in&gt;

Cc: "Biswas, Sourav Narayan" &lt;sourav-narayan.biswas@capgemini.com&gt;, "Naidu, Gopinathan" &lt;gopinathan.naidu@capgemini.com&gt;

Dear NLN Reddy,

Further to the interviews conducted on 1<sup>st</sup> Oct 2021, please find attached the list of interim selects.

Role	Interim Selects
Analyst	86

Congratulations to the selected students and thank you for your support to conduct the interviews.

Kindly acknowledge the receipt of the mail and confirm the availability of students for Capgemini.

Thanks and Regards

**Thejasvi Kumar N**

Senior Consultant – University Relations &amp; Hiring

Capgemini India | Bangalore

Mob.: + 91 9844658049

Address: 158-162 (P) &amp; 165 – 170 (P), EPIP Phase II, Whitefield, Bengaluru - 560 066, IN.

www.capgemini.com

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 **CBIT-Interim Selects.xlsx**  
15K

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**Placements HEAD** <placements@cbit.ac.in>

Mon, Oct 4, 2021 at 10:46 AM

To: Principal CBIT <principal@cbit.ac.in>, directors-cbit@cbit.ac.in, hods\_cbit@cbit.org.in, ugs18099\_eee.sai@cbit.org.in

Dear Spoc

Do Not publish these results without my permission.


[Quoted text hidden]

--

With Best Regards,

***Dr. NLN REDDY,***  
***Director - Career Development Centre***  
***Chaitanya Bharathi Institute of Technology***  
***98494 66587***

---

 **CBIT-Interim Selects.xlsx**  
15K

S.No.	Name	Roll No	Email Id	Phone	Course	Hiring Status
1	Pallavi Telu	160118805019	ugs18019_bio.pallavi@cbit.org.in	8465938607	Bio-Tech	Final Select for Analyst (4.0 LPA)
2	SAI MANASA KALYANAM	160118805023	ugs18023_bio.saimanasa@cbit.org.in	7013929789	Bio-Tech	Final Select for Analyst (4.0 LPA)
3	M Pragnya Sai Priya	160118805020	ugs18020_bio.pragnya@cbit.org.in	9154127443	Bio-Tech	Final Select for Analyst (4.0 LPA)
4	Donthula Niveditha	160118805018	ugs18018_bio.niveditha@cbit.org.in	8179461486	Bio-Tech	Final Select for Analyst (4.0 LPA)
5	Yamini Arlibandi	160118805032	ugs18032_bio.yamini@cbit.org.in	9390720968	Bio-Tech	Final Select for Analyst (4.0 LPA)
6	Aishwarya Palvai	160118805001	ugs18001_bio.aishwarya@cbit.org.in	8886424510	Bio-Tech	Final Select for Analyst (4.0 LPA)
7	Ushaswini Sunkara	160118805029	ugs18029_bio.ushaswini@cbit.org.in	9848287025	Bio-Tech	Final Select for Analyst (4.0 LPA)
8	Vaheed Abdul Shaik	160118802014	Ugs18014_chem.abdul@cbit.org.in	7680000300	Chemical	Final Select for Analyst (4.0 LPA)
9	Ganesh reddy Konda	160118802026	ugs18026_chem.ganesh@cbit.org.in	8374836016	Chemical	Final Select for Analyst (4.0 LPA)
10	Arvin Reddy Kadannagari	160118732026	ugs18026_civil.arvin@cbit.org.in	9542990610	Civil-1	Final Select for Analyst (4.0 LPA)
11	Anish bondada	160118732025	ugs18025_civil.anish@cbit.org.in	8885591479	Civil-1	Final Select for Analyst (4.0 LPA)
12	Vaishnavi Reddy Teegala	160118732017	ugs18017_civil.vaishnavi@cbit.org.in	7780266291	Civil-1	Final Select for Analyst (4.0 LPA)
13	Shilpa Pakanati	160118732014	ugs18014_civil.shilpa@cbit.org.in	9948961904	Civil-1	Final Select for Analyst (4.0 LPA)
14	SAI LOKESH SAMALA	160118732043	ugs18043_civil.sai@cbit.org.in	7330953029	Civil-1	Final Select for Analyst (4.0 LPA)
15	Hari Charan Kanuri	160118732084	ugs18084_civil.hari@cbit.org.in	8096185936	Civil-2	Final Select for Analyst (4.0 LPA)
16	Vasanth Kumar Thrippichetti	160118732112	ugs18112_civil.vasanth@cbit.org.in	9381879254	Civil-2	Final Select for Analyst (4.0 LPA)
17	Prashanth Chavanapalli	160118733106	ugs18106_cse.prashanth@cbit.org.in	8555978835	CSE-2	Final Select for Analyst (4.0 LPA)
18	Manasa Motepalli	160118733068	ugs18068_cse.manasa@cbit.org.in	9959977312	CSE-2	Final Select for Analyst (4.0 LPA)
19	Tuljaram Sai Sankalp Singh	160118733111	ugs18111_cse.sai@cbit.org.in	9951361331	CSE-2	Final Select for Analyst (4.0 LPA)
20	Rohan Goud Polkumpally	160118733108	ugs18108_cse.rohan@cbit.org.in	9133168045	CSE-2	Final Select for Analyst (4.0 LPA)
21	Jayanth Vunnam	160118733100	ugs18100_cse.jayanth@cbit.org.in	7995767593	CSE-2	Final Select for Analyst (4.0 LPA)
22	Sudeepthi Telugu	160118733141	ugs18141_cse.sudeepthi@cbit.org.in	9014666787	CSE-3	Final Select for Analyst (4.0 LPA)
23	Arjun Singh Thakur	160118733186	ugs18186_cse.arjun@cbit.org.in	6005044194	CSE-3	Final Select for Analyst (4.0 LPA)
24	Eslavath Keshav Nayak	160118733155	ugs18155_cse.keshav@cbit.org.in	8008358748	CSE-3	Final Select for Analyst (4.0 LPA)
25	Gopi Laya Rao	160118733313	ugs18313_cse.gopi@cbit.org.in	9390263231	CSE-3	Final Select for Analyst (4.0 LPA)
26	PANASA SAI PAVAN	160118733170	ugs18170_cse.sai@cbit.org.in	6303885855	CSE-3	Final Select for Analyst (4.0 LPA)
27	Bharathreddy Shyamala	160118733149	ugs18149_cse.bharathreddy@cbit.org.in	6309801386	CSE-3	Final Select for Analyst (4.0 LPA)
28	Charith Reddy Gopavaram	160118735028	ugs18028_ece.charith@cbit.org.in	9666451427	ECE-1	Final Select for Analyst (4.0 LPA)
29	adarsh	160118735021	ugs18021_ece.adarsh@cbit.org.in	8500153419	ECE-1	Final Select for Analyst (4.0 LPA)
30	Vinuthna Tirumalasetty	160118735017	ugs18017_ece.vinuthna@cbit.org.in	9381374465	ECE-1	Final Select for Analyst (4.0 LPA)
31	Shalini Kamble	160118735305	ugs18305_ece.shalini@cbit.org.in	6309521510	ECE-1	Final Select for Analyst (4.0 LPA)
32	Venkata Sai Ganesh Varun	160118735057	ugs18057_ece.varun@cbit.org.in	9652889190	ECE-1	Final Select for Analyst (4.0 LPA)
33	Adithya Math	160118735085	ugs18085_ece.adithya@cbit.org.in	7975110103	ECE-2	Final Select for Analyst (4.0 LPA)
34	Anish Akarapu	160118735087	ugs18087_ece.anish@cbit.org.in	7013555207	ECE-2	Final Select for Analyst (4.0 LPA)
35	Lakshmi Sahithi Prava	160118735069	ugs18069_ece.lakshmi@cbit.org.in	6303966433	ECE-2	Final Select for Analyst (4.0 LPA)
36	Kuncha Charishma SSSK	160118735065	ugs18065_ece.charishma@cbit.org.in	8790259815	ECE-2	Final Select for Analyst (4.0 LPA)
37	Mohammed Mutahar Mujahid	160118735099	ugs18099_ece.mutahar@cbit.org.in	7671912210	ECE-2	Final Select for Analyst (4.0 LPA)
38	Pranavi Nagubandi	160118735131	ugs18131_ece.pranavi@cbit.org.in	6304085386	ECE-3	Final Select for Analyst (4.0 LPA)
39	Kenith Bayarla	160118735153	<a href="mailto:ugs18153_ece.kalyan@cbit.org.in">ugs18153_ece.kalyan@cbit.org.in</a>		ECE-3	Final Select for Analyst (4.0 LPA)
40	Srinija Mula	160118735138	ugs18138_ece.srinija@cbit.org.in	7036545792	ECE-3	Final Select for Analyst (4.0 LPA)
41	Ramireddygarri Spoorthi	160118735136	ugs18136_ece.spoorthi@cbit.org.in	7382021490	ECE-3	Final Select for Analyst (4.0 LPA)
42	GUNJI GOPIRAJU	160118735150	ugs18150_ece.gopiraju@cbit.org.in	6302375360	ECE-3	Final Select for Analyst (4.0 LPA)
43	srivamshi k	160118735174	ugs18174_ece.srivamshi@cbit.ac.in	6303937775	ECE-3	Final Select for Analyst (4.0 LPA)
44	Sai Srujan Vangala	160118734045	ugs18045_eee.sai@cbit.org.in	9381270718	EEE-1	Final Select for Analyst (4.0 LPA)
45	Rasagna Battula	160118734016	ugs18016_eee.rasagna@cbit.org.in	9291205915	EEE-1	Final Select for Analyst (4.0 LPA)
46	DHARANI PUTLA	160118734002	ugs18002_eee.dharani@cbit.org.in	6304654860	EEE-1	Final Select for Analyst (4.0 LPA)
47	Vaishnavi Sanikommu	160118734022	ugs18022_eee.vaishnavi@cbit.org.in	8367434714	EEE-1	Final Select for Analyst (4.0 LPA)
48	Raghaveshwar G	160118734039	ugs18039_eee.raghaveshwar@cbit.org.in	9381779293	EEE-1	Final Select for Analyst (4.0 LPA)
49	Srinidhi Reddy Narayana	160118734020	ugs18020_eee.srinidhi@cbit.org.in	9381835705	EEE-1	Final Select for Analyst (4.0 LPA)
50	Nehasree P	160118734012	ugs18012_eee.nehasree@cbit.org.in	7993288120	EEE-1	Final Select for Analyst (4.0 LPA)
51	Gutha Vinuthna Reddy	160118734025	ugs18025_eee.vinuthna@cbit.org.in	6301659939	EEE-1	Final Select for Analyst (4.0 LPA)
52	Sushmitha Vattikonda	160118734021	ugs18021_eee.sushmitha@cbit.org.in	9398202085	EEE-1	Final Select for Analyst (4.0 LPA)
53	suhas reddy musku	160118734050	ugs18050_eee.suhas@cbit.org.in	8374516541	EEE-1	Final Select for Analyst (4.0 LPA)
54	Sohan Kumar Rustumpet	160118734106	ugs18106_eee.sohan@cbit.org.in	8179838774	EEE-2	Final Select for Analyst (4.0 LPA)
55	SAIKIRAN KOLLOJU	160118734101	ugs18101_eee.saikiran@cbit.org.in	8520009651	EEE-2	Final Select for Analyst (4.0 LPA)
56	Sujith Reddy Muthyala	160118734110	Ugs18110_eee.sujith@cbit.org.in	8985044866	EEE-2	Final Select for Analyst (4.0 LPA)
57	sravya sankarneni	160118734076	ugs18076_eee.sravya@cbit.org.in	9866484951	EEE-2	Final Select for Analyst (4.0 LPA)
58	Saiteja Kothakonda	160118734100	ugs18100_eee.sai@cbit.org.in	9059608277	EEE-2	Final Select for Analyst (4.0 LPA)
59	Manasvini Gnana Kottapally	160118734065	ugs18065_eee.manasvini@cbit.org.in	7330851091	EEE-2	Final Select for Analyst (4.0 LPA)
60	Lokesh Chowdary Gullapalli	160118734091	<a href="mailto:ugs18091_eee.lokesh@cbit.org.in">ugs18091_eee.lokesh@cbit.org.in</a>	9110794369	EEE-2	Final Select for Analyst (4.0 LPA)
61	Venkat Rohit Kumar Patnala	160118737057	ugs18057_it.venkat@cbit.org.in	7680842200	IT-1	Final Select for Analyst (4.0 LPA)
62	DHANUNJAY REDDY BANU	160118737026	Ugs18026_it.dhanunjay@cbit.org.in	9553627699	IT-1	Final Select for Analyst (4.0 LPA)
63	Aparna Rohini Padala	160118737014	ugs18014_it.rohini@cbit.ac.in	9989300499	IT-1	Final Select for Analyst (4.0 LPA)
64	Sai Charan Reddy Pakkiri	160118737039	ugs18039_it.sai@cbit.org.in	9652973112	IT-1	Final Select for Analyst (4.0 LPA)
65	Sri Snigdha Karri	160118737015	ugs18015_it.sri@cbit.org.in	9912114555	IT-1	Final Select for Analyst (4.0 LPA)
66	Rajesh Kumar Begari	160118737037	ugs18037_it.rajesh@cbit.org.in	9505285163	IT-1	Final Select for Analyst (4.0 LPA)
67	Shivani PS	160118737018	Ugs18018_it.shivani@cbit.ac.in	8106367899	IT-1	Final Select for Analyst (4.0 LPA)
68	Shashank S	160118737045	ugs18045_it.shashank@cbit.ac.in	9347245999	IT-1	Final Select for Analyst (4.0 LPA)
69	Sai sharan sirimalla	160119862034	pgs19034_mca.sai@cbit.org.in	7658921645	MCA-1	Final Select for Analyst (4.0 LPA)
70	Jahnavi Kolukuluri	160119862012	pgs19012_mca.jahnavi@cbit.org.in	7386440695	MCA-1	Final Select for Analyst (4.0 LPA)
71	Korla Madhu Babu	160119862015	pgs19015_mca.madhu@cbit.org.in	8341838289	MCA-1	Final Select for Analyst (4.0 LPA)
72	Rishabh Arvind Verma	160119862030	pgs19030_mca.rishabh@cbit.org.in	9420410167	MCA-1	Final Select for Analyst (4.0 LPA)



73	Thipparthi Upendra Chari	160120862052	pgs20052_mca.upendra@cbit.org.in	7013385755	MCA-2	Final Select for Analyst (4.0 LPA)
74	Roshini Pamisetty	160120862026	pgs20026_mca.roshini@cbit.org.in	7995257237	MCA-2	Final Select for Analyst (4.0 LPA)
75	Manoj Miriyala	160118736023	ugs18023_mech.manoj@cbit.org.in	9133888968	Mech-1	Final Select for Analyst (4.0 LPA)
76	Amer Mohammad	160118736009	ugs18009_mech.amer@cbit.org.in	8106247817	Mech-1	Final Select for Analyst (4.0 LPA)
77	Pranav Pinjarla	160118736026	ugs18026_mech.pranav@cbit.org.in	7032677229	Mech-1	Final Select for Analyst (4.0 LPA)
78	Kranthi Sai Rajoju	160118736019	ugs18019_mech.kranthi@cbit.org.in	8328199232	Mech-1	Final Select for Analyst (4.0 LPA)
79	Anirudh Samala	160118736010	ugs18010_mech.anirudh@cbit.org.in	9666157735	Mech-1	Final Select for Analyst (4.0 LPA)
80	Sadanand Katukuri	160118736089	ugs18089_mech.sadanand@cbit.org.in	9515922041	Mech-2	Final Select for Analyst (4.0 LPA)
81	Aravindam Vijayender	160118736068	ugs18068_mech.vijayender@cbit.org.in	9010555348	Mech-2	Final Select for Analyst (4.0 LPA)
82	Rani Mamidi	160118736064	ugs18064_mech.rani@cbit.org.in	8978192481	Mech-2	Final Select for Analyst (4.0 LPA)
83	Mir Atif Atif Ali	160118736073	ugs18073_mech.atif@cbit.org.in	9515904688	Mech-2	Final Select for Analyst (4.0 LPA)
84	D Vijay sai	160118736109	ugs18109_mech.vijay@cbit.org.in	7674911552	Mech-2	Final Select for Analyst (4.0 LPA)
85	Vemula Vijayendra	160118736110	ugs18110_mech.vijayendra@cbit.org.in	6303450586	Mech-2	Final Select for Analyst (4.0 LPA)
86	Shashi kumar Anthadupula	160118738301	ugs18301_prod.anthadupula@cbit.org.in	9491952850	Prod	Final Select for Analyst (4.0 LPA)

# JPMORGAN CHASE & Co.

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## 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.

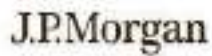
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



28-Apr-2022

Sumedhaa Medavarapu  
My Home Vihanga , Block-12, 506,Gachibowli  
-500032  
HYDERABAD  
Telangana  
INDIA

Dear Sumedhaa Medavarapu,

### **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 30-Apr-2022.

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.



## **OFFER CUM APPOINTMENT LETTER**

Swetha Valakonda  
3-5-926/14, Flat no 402, Legend Srinivasa apts, Narayanaguda  
Hyderabad  
500029  
IN

Dear Swetha,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **Software Development Engineer** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

### **1. Date of Commencement**

Your employment with Amazon India will commence on **18-Jul-2022**.

### **2. Duties**

- 2.1 You will be employed in the position of **Software Development Engineer**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities



advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

### **3. Hours of Work**

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

### **4. Place of Work**

Your initial place of work will be at Amazon India's facility in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining during the period of the Covid-19 Pandemic,



you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

## 5. Remuneration

- 5.1 Your Annual Base Pay will be **Rs.1,550,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the second Monday in July of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will also receive a sign-on bonus of **Rs.950,000** for the first year and **Rs.600,000** for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

## 6. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees'

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REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th  
Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka  
India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :  
U72200KA2004FTC034233



Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhaar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

## **7. Leave**

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

## **8. Confidential Information and Confidentiality Obligations**

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

4

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Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka  
India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :  
U72200KA2004FTC034233

- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
  - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;



- (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
  - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
  - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
  - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
  - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
  - (13) any copies of the above mentioned information.

## 8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

## 9. Intellectual Property Rights



9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and

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Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka  
India

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related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.

9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

**10. Non-Solicitation**

10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and

10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company

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(whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

## **11. Employee Data Protection**

- 11.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 11.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

## **12. Exclusivity of Services**

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

## **13. Termination of Employment**

- 13.1 This agreement will be terminable by either party by giving written notice of a tenure (exclusive of any leaves availed during that period) as determined by the employee's job level at the time of exit - or payment of salary in lieu of such notice period to the other party. Employees exiting at job levels L6 or higher will be subject to two months written notice; employees exiting at job levels L5 or lower will be subject to one month written notice. You are being offered this position at 4, which corresponds to a 1 months' notice period at the time of hiring, but may get changed based on your job level at the time of exit. Amazon India holds the right to accept or deny payment in lieu of the said written notice.
- 13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

#### **14. Gratuity**

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

#### **15. Employee Benefits**

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

## 16. New Hire Background Investigation

- 16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.
- 16.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.
- 16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.
- 16.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 6 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

## 17. Foreign Nationals

- 17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.
- 17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.
- 17.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have



required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

## 18. Representations and Warranties

You hereby represent and warrant to the Company that:

- 18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;
- 18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);
- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

## 19. Other Particulars

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- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

**20. Notices**

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

**21. Waiver**

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

**22. Severability**

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

**23. Assignment**

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other



corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

**24. Employer – Employee Relationship**

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

**25. Liability for Breach**

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

**26. Authorization to Notify New Employer**

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

**27. Governing Law and Jurisdiction**

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

**28. Agreement/Modifications**



The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

**29. Headings**

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

**30. Survival**

Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

**AUTHORIZATION**

By

**ACCEPTANCE**

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



23 July 2022

Ref No: 62372BR

**Usha Gourigari**  
**Tvs Lakeview Apartment, Flat No-708, A1 Block, Road No -10 Panchavati Colony,**  
**Manikonda, Hyderabad - 500089,**  
**Telangana.**

**Dear Usha,**

Congratulations!

We take immense pleasure on your **provisional** appointment as **Junior Engineer** and welcoming you as a member in our ONE FORD family.

We are sure that you will find your career with Ford to be exciting. At Ford, we offer tremendous opportunities for you to make the best use and Go Further in the journey. Ford has always been a fun, safe and rewarding place to work. We encourage you to embrace yourself in our workplace initiatives to ensure we continue to be one of the great places to work in the country.

**Important**

Read all the employment terms mentioned in this letter as provisional employment. Final appointment is subject to the following conditions:

- You should have successfully completed your graduation/post-graduation course in the academic year 2021-2022 with 60% aggregate or 6.0 CGPA.
- Submission of course completion certificate or equivalent document and final semester or consolidated mark sheet as a proof for your successful course completion is mandatory within 6 months of your Date of Joining, else it is deemed that your probation is extended further. Refer probation clause for more details.
- Your final appointment confirmation is subject to you fulfilling the above-mentioned conditions. In case if you fail to do so, your provisional appointment shall be terminated as per the discretion of Ford with or without prior notice.

Wishing you all the best!

**Authorized Signatory**  
**For Ford Motor Private Limited**





**PRIVATE AND CONFIDENTIAL**

**LETTER OF APPOINTMENT (PROVISIONAL)**

**Usha Gourigari**

**Tvs Lakeview Apartment, Flat No-708, A1 Block, Road No -10 Panchavati Colony,  
Manikonda, Hyderabad - 500089,  
Telangana.**

It gives us great pleasure to confirm to you our offer of **provisional** employment and set out its terms and conditions with **Ford Motor Private Limited** (the company). We extend this offer, along with the opportunities it represents, with full confidence in your capabilities.

We would like to welcome you aboard as a **Junior Engineer** in **SG04** and you will report to **Manager** – **MSS** or to such other person nominated by him / her in the Company. Your Manager will communicate details of your role and work responsibilities in the initial weeks of you joining the Company.

Your initial place of work will be at **Chennai**. However, it is expressly agreed that your services are transferable, and you can be seconded or deputed based on business contingencies by the company to any operations in India or abroad; whether existing as on date of your appointment or to be established under the management and/ or ownership of Ford Motor Company.

#### **COMPENSATION AND BENEFITS:**

- Your remuneration will be as elaborated in Annexure A, which forms an integral part of this offer of employment. Your remuneration has been arrived at, based on your background and merit. You are expected to keep this information and any changes made therein from time to time as personal and strictly confidential. In case you have any queries, you may discuss the matter with your human resource representative. The company in accordance with its prevailing policy and practices will review your compensation periodically.
- Your remuneration will be subject to statutory and other deductions as per company policies and practices. You will be responsible for your tax liabilities and compliance under applicable tax laws and regulations.
- The company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of such plans, programs and practices.
- In addition, you will be reimbursed all official expenses incurred during the course of employment as per company policy, as laid down from time to time.

#### **WORKING HOURS:**

- The normal working hours will be for a duration of not exceeding 48 hours a week. Subject to the prevailing statutory provisions, the company may require you to work on any shift or public / weekly holidays based on business requirements.

#### **PROBATION:**

- You will be on probation for a period of six (6) months from the date of your commencing work. Unless notified to the contrary, you will be deemed to have been confirmed as a regular employee of the company on completion of the period of probation. This period may be extended at the absolute discretion of the company. During probation or at any time before confirmation, your services shall be liable to be terminated by either side giving one month's notice in writing or payment of salary in lieu thereof.

**TERMINATION:**

- Either party may terminate your employment at any time by giving to the other party Two (2) months written notice or payment of salary in lieu thereof. The decision on waiver of notice period or accepting notice pay in lieu of notice period will be at the management's discretion.
- Notwithstanding the above, the company reserves the right at all times to terminate your employment forthwith, without notice or payment in lieu of notice, if you are involved in gross negligence, misrepresentation, misconduct or any criminal offense or any other moral breach of your responsibilities.

**RETIREMENT:**

- Upon attaining the retirement age, your employment with the company will terminate. The present retirement age for this position is 60 (SIXTY) years. However, the employment can be extended for maximum period of two years with a consent from the employer / employee.

**OTHER TERMS AND CONDITIONS:**

- You will be governed by the rules and regulations of the company as applicable, enforced, amended or altered from time to time during the course of your employment. You are expected to comply with all directions given to you by the company and faithfully observe all the rules, regulations and arrangements applicable to you.
- While in the employment of the company, you are in no way allowed to be employed by any other company on a permanent, temporary, full time or part-time basis or offer your services, with or without pay, to any physical person, legal entity or public authority or to be occupied in your own business without the prior knowledge and consent of the company.
- You are required to disclose fully to the company all your business interests whether or not they are similar to or in conflict with the business(es) or activities of the company, and all circumstances in respect of which there is, or there might be, a conflict of interest between the company and you or any immediate relatives.



**CONFIDENTIALITY:**

- The terms of this offer is strictly confidential in nature and you shall not disclose to any unauthorized person, either during or after your employment with the company, for any reason, any information about the interest or business of the company or any affiliated Companies.
- You are not expected to disclose any information or documents, official or otherwise relating to the company without prior approval from the management in public papers, journals, pamphlets, leaflets and in virtual media.
- Any invention, development, discovery, formulae, plan, specification, program, design, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be subject matter of copyright whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the company, in connection with or in any way affecting or relating to the business of the company or capable of being used or adapted for use therein or in connection therewith shall be disclosed to the company and shall belong to and be the absolute property of the company.
- Upon termination of your employment with the company, you will be required to return to the company, all the assets and property of the company (including any leased properties), documents, files, books, papers, memos or any other property of the company in your possession or under your control.

**GENERAL:**

- Your employment is contingent on the results of a background check, which may include a personal history check and reference checks, and can include verification of education and work history. If the results of these investigations reveal information that is inconsistent with our standards, this offer may be cancelled or your employment with the company may be subject to immediate termination.
- This appointment will be contingent on you declaring your medical condition, which is deemed fit. Please submit your medical declaration to the company prior to you actually joining the services of the company.
- This offer letter, together with the annexures, constitutes the offer of employment, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the company or its affiliates.

- You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter at the earliest. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. In the event of us not hearing from you within a reasonable time period, it will be assumed that you have declined our offer of employment and the offer will automatically stand withdrawn.

We would like you to join the Company on **28 July 2022**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned in your welcome email.

We welcome you to our company and wish you a long-lasting and rewarding association with us.

**For Ford Motor Private Limited**

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**Authorized Signatory**

**Acceptance**

I have read the terms and conditions set out in this offer of employment and its annexures. I, **Usha Gourigari**, hereby accept this employment and will adhere to the company policies, procedures, instructions, etc. as may be communicated to me from time to time by the management.

**Name: Usha Gourigari**

**Signature:**

**Date:**

## ANNEXURE – A

**Name** : Usha Gourigari

**Grade** : SG04

**Designation:** Junior Engineer

	Rs (Per Month)	Rs (Per Annum)
<b>Salary Break up</b>		
Base Salary	15533	186400
Flexible benefit allowance	23300	279600
<b>Total Cash (A)</b>	<b>38833</b>	<b>466000</b>
<b>Retirals (Employer Contribution)</b>		
Provident Fund @ 12% on the base salary (B)	1864	22368
Gratuity @ 4.81% on the base salary (C)	~747	~8966
<b>Total Pay (A+B+C)</b>	<b>41445</b>	<b>497334</b>
<b>Performance based Variable Pay</b>		~77077

@ 15% of average total cash of your grade and is linked with Individual and Company performance.

**Authorized Signatory**  
**For Ford Motor Private Limited**

**Employee**

## ANNEXURE – B

### Additional Benefit Information – GSR

#### A. Reimbursements and Allowances in the Flexible Benefits Plan:

1. **Telephone Reimbursement:** You can claim reimbursement of telephone expenses, at actuals, and subject to a maximum of INR 24,000/- per annum for SG01 to SG04, FCG; and INR 36,000/- per annum for SG05 to SG08.
2. **National Pension Scheme (NPS):** NPS is a voluntary scheme introduced by the Government of India to enable individuals to save for their retirement. Employees can contribute towards NPS corporate Model through FBA module in ADP with a minimum contribution of INR.500 per month and without any upper limit. Only up to maximum of 10% basic salary is tax exempted out of the amount contributed towards NPS Corporate Model. This tax exemption is over and above 80C limit of INR 150,000/-.
3. **Leave Travel Allowance:** You can claim reimbursement of your holiday travel expenses incurred for self, spouse, dependent children, siblings and parents up to a maximum of INR 50,000 per annum for SG01 to SG04, FCG; and INR 100,000/- per annum for other grades. As per the prevailing tax rules, leave travel allowance can be claimed twice in a block of four calendar years.
4. **Meal Allowance:** This is a voluntary program and is applicable to employees based in non-plant locations only. You can choose to allocate up to INR 26,400 per annum from your FBA to meal allowance, which will be subject to tax exemptions as per prevailing income tax rules. All claims for reimbursement of expenses should be supported by appropriate bills/ receipts. Please note that these reimbursements/ allowances will be considered for tax calculations based on prevailing tax rules that may change from time to time. Retirement Benefits:

#### B. Incentive or Performance Incentive:

You will be eligible for Performance Incentive and / or bonus only if you are an employee on the rolls of the company as on 31st December of the performance year for which the annual Performance Incentive and / or bonus is declared or as per the applicable statute. Further you will be eligible to receive this payment only if you are on the rolls of the Company on the date on which the annual performance incentive and / or bonus is notified. At target performance level, your bonus payout will be equivalent to 15% of the average total cash for your grade. Bonus payments are based on company and individual performance and will vary based on these parameters. In case of a grade change during the year, the target bonus will be pro-rated for the number of months worked in the prior salary grade. Any employee drawing monthly basic salary less than or up to INR 21,000 will be eligible for INR 16,800 Bonus per year as per Bonus legislation. Bonus will be paid to eligible employees on monthly basis and this will be prorated based on working months/days. This will be part of FBA.

#### C. Retirement Benefits:

- 1) **Provident Fund** : The Company will contribute 12% of your base salary towards PF. The company contribution to PF will be in line with and compliant with the prevailing statutory provisions.
- 2) **Gratuity** : The Company will make provision for payment of gratuity in accordance with the Payment of Gratuity Act.  
You will be eligible for gratuity on leaving the services of the company at the rate of 15 days of Base salary for every year of service. This will be capped to a maximum of INR 2,000,000 in case of employees joining on or after 1st October 2018.

#### D. Life & Medical Insurance Benefits:

- 1) **Life Insurance:** You will be provided a life insurance cover based on your grade. The coverage available by grade is as below

Grade	Insurance coverage (Rs.)
GSR 1, 2 & 3	6,00,000
GSR 4, 5 & 6	7,50,000
GSR 7 & 8	10,00,000

- 2) **Hospitalization Insurance:** You, your spouse and two dependent children; or You and your LGBTQ partner will be covered under the company's hospitalization insurance policy. The annual medical insurance cover is INR 350,000/- per family insured. You can opt to cover your parents and a third child under our hospitalization insurance policy by paying the stipulated premium.
- 3) **Personal Accident Insurance:** You will be provided a personal accident insurance cover for a sum equivalent to sixty times of your monthly basic salary.
- 4) **Employee Deposit Linked Insurance:** Sum insured maximum up to INR 700,000.

- 5) **Dependent Benefit Scheme:** This is paid in the event of death of the employee enrolled in this scheme, due to any reason including accident. The amount paid to the beneficiary(ies) depends on the contribution from all employees who have enrolled in this scheme, which is further matched by Ford to a max of INR 500,000.
- 6) **Gratuity Risk Cover:** Varies by Age and Tenure.

#### E. Vehicle Benefits:

- 1) **Employee Car A plan:** As a Ford employee, you and your eligible relatives receive special discounts on selected Ford vehicles. For more details on the plan, please access Employee Car A Plan.
- 2) **Smilestone:** As a Ford employee, you and your eligible relatives receive additional discount above the existing Employee 'A' Car Plan upon completing long-term milestones with Ford. For more details on the plan, please access Smilestone – Plan under My Vehicle Programs.

#### F. Other Benefits:

- |  |   |
|--|---|
| <b>1. Long Service Awards</b>          | You are eligible to receive service awards on completion of five, ten and fifteen and twenty years of service.  |
| <b>2. AP Recognition Program</b>       | You are eligible to receive awards under this program. This program aims to recognize employees who have exhibited an enterprise view, displayed an innovation mindset, behaviours in line with our Ford+ Behaviours. You could refer to the AP recognition Policy in LifeatFord portal for more details. |
| <b>3. Transport</b>                    | Depending on the location of work, you may have access to subsidized transportation facilities.   |
| <b>4. Crèche</b>                       | Depending on the location of work, you may have access to the Crèche facility. The Crèche is provided for children in the age group, of 4 months to 4 years.  |
| <b>5. Non-Standard Shift Allowance</b> | Depending on your work timings, you may be eligible for non-standard shift allowance of Rs.350/- per day.   |
| <b>6. Variable Location allowance</b>  | Depending on the location of work and grade, you may be provided with Variable Location Allowance.  |

- Please refer to the policy documents or reach out to your HR representative for more details on the above allowances, reimbursements and benefits.

- The above-mentioned benefits are provided at this point of time and will be subject to revision from time to time based on Company's discretion.



**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](http://www.barclays.com)

30 June 2022

Vaishnavi Monigari  
H.N:4-1-300/1/1,  
Afzar Jung Bagh,  
Vikarabad Telangana  
501101

Dear Vaishnavi,

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

Sanjeev Mishra  
Director HR Operations - GSC India

## 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

<b>Name</b>	Vaishnavi Monigari
<b>Employing Company</b>	Barclays Global Service Centre Private Limited ("the Company")
<b>Position</b>	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
<b>Start Date</b>	<p>1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.</p> <p>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.</p>
<b>Initial Place of Work</b>	<p>You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune – 411014.</p> <p>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.</p>
<b>Working Hours</b>	<p>Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.</p> <p>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.</p> <p>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.</p>
<b>Probationary Period</b>	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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.



## Qualification/ 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,



**Sanjeev Mishra**  
Director HR Operations - GSC India  
30 June 2022

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: \_\_\_\_\_

## 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 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 offer or 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.



**10-Apr-2022**

**Dear Abdul Mateen Mohammed,**  
B.E., Information Technology  
Chaitanya Bharathi Institute of Technology

**Candidate ID – 19715955**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

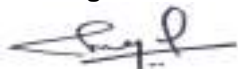
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** Abdul Mateen Mohammed      **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Abdul Mateen Mohammed, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the



Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24

hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the

Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**Abdul Mateen Mohammed**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:

Date:



**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](http://www.barclays.com)

18 June 2022

Shaik Abdullah Adnan  
10-2-350/4 Flat No 202  
Moghal Muskaan Apartment, Asif Nagar  
Hyderabad  
500028

Dear Shaik,

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

**Sanjeev Mishra**  
Director HR Operations - GSC India

## 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** Shaik Abdullah Adnan

**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** 1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.

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.

**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.

**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.

**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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.

## Qualification/ 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,



**Sanjeev Mishra**  
Director HR Operations - GSC India  
18 June 2022

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: \_\_\_\_\_

## 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 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 to 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 offer or 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.



March 10, 2022

Aravind Chitikela  
H.no: 7-64, Kummariguda, Kothur, Ranga Reddy  
Kothur, Telangana, India 509228  
77300042557,  
aravindchitikela@gmail.com

Dear Aravind Chitikela:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

### 1. Commencement

Your employment with Micron will commence on August 01, 2022. The commencement of your employment is subject to the conditions set out in **section 9** of this offer letter. If any of those conditions is not satisfied, then your employment with Micron will not commence and this offer of employment, if you have not accepted it, will automatically be deemed to have been withdrawn. If you have already accepted this offer, Micron may (notwithstanding any other clause in this Agreement) terminate this Agreement immediately without notice or any payment in lieu of notice.

### 2. Position

Micron will employ you on a full-time basis in the position of Associate Engineer, MFG, or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the Manager - IT MFG AT and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

### 3. Term

Your employment is intended to be for an indefinite term, subject to:

- (a) your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);
- (b) the conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);
- (c) if relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and
- (d) termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

#### 4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

#### 5. Remuneration

##### *Fixed Salary*

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of INR 594000 per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

- (a) basic salary (**Basic Salary**) at a rate equal to INR 297000 per year; and
- (b) allowances equal to, annually:
  - (i) House rent allowance INR 118800
  - (ii) Special allowance INR 178200

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

##### *Discretionary Allowances*

Micron will pay you the following discretionary allowances:

- (a) Medical expense allowance INR15,000 per year  
(payable monthly on a pro-rata basis)
- (b) Leave travel allowance\* INR41,000 per year  
(\*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

##### *Discretionary Incentive Pay*

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is 10 % of your Fixed Salary.

#### *Employee Provident Fund*

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

#### *Sign-On Bonus*

Micron will pay you a one-time gross sign-on bonus of INR 75000 after you commence employment with it (**Sign-On Bonus**). You must repay Micron the gross amount of the Sign-On Bonus if you give notice of your resignation or Micron terminates your employment for misconduct, absenteeism or any other violation of Company policy before you complete one year of service.

You authorise Micron to withhold from your final pay, to the extent permitted by law, the amount owed to Micron and you agree to sign whatever further authorisation may be required by Micron at the time to give effect to this. If the amount you owe Micron is greater than the amount withheld (if any), you must pay the balance in full to Micron within 30 days from the date on which your employment terminates. If you fail to repay the balance of the Sign-On Bonus within the time set out above and it is necessary for Micron to take legal action against you to recover such amount, you agree to reimburse Micron for all costs incurred by Micron to collect such amounts, including attorneys' fees and court costs.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

## **6. Leave**

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

## **7. Discretionary Benefits**

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

#### *Insurance*

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.

Policies with respect to Micron's discretionary benefits are listed online on Micron's internal intranet – MicronNow / PeopleNow – and in the Micron Team Member Handbook (**Handbook**) for Micron India team members. You can also find the most up-to-date version of this Handbook through MicronNow /

PeopleNow. Team members are responsible for keeping informed about any changes to this Handbook and to the benefits described on MicronNow / PeopleNow.

## **8. Additional Contractual Terms**

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at [new\\_hire\\_cert@micron.com](mailto:new_hire_cert@micron.com) and to your supervisor at Micron.

## **9. Conditions on this Offer**

This offer of employment and your commencement of employment with Micron is conditional upon:

- (a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;
- (b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;
- (c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment;
- (d) you providing to Micron, by no later than 14 calendar days before the date your employment is due to commence, proof acceptable to Micron that you are fully-vaccinated (two doses) against COVID-19; and
- (e) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are NOT a citizen of any of these countries (even at a secondary level, such as "dual" citizenship

with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately, to permit us to request an export control license for you if necessary.*

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely



SHARMILA KHAN  
Director, Regional Business Partner – India

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To: Micron Technology Operations India LLP

I, Aravind Chitikela, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

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Signature

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Date (mm/dd/yyyy)

**ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE  
(FOR INFORMATION PURPOSES)**

*Compensation*

Fixed Salary

- Basic Salary INR 297000
- House Rent Allowance INR 118800
- Special Allowance INR 178200
- Total INR 594000

Employer Provident Fund Contributions INR 35640

Discretionary Allowances

- Medical Expense Allowance INR 15000
- Leave Travel Allowance INR 41000

Discretionary Incentive Target INR 59400

**TOTAL INR 745040**

*Hyderabad Benefits\**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

*\*All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*



## ANNEXURE B

### Bachelor's Degree – Technology

1. A Bachelor's Degree is a pre-requisite for your ongoing employment.
2. You must submit to the HR Department of Micron by August 31, 2022, an original copy of the notification of examination results issued by the Registrar of your college or university, stating that you have passed the final examination for the Degree of Bachelor of Technology.
3. You must also submit an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron by October 31, 2022.
4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.
5. You will keep Micron duly informed of any delay in the completion of the above Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

### 1 Your Duties

1.1 You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;
- (b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;
- (c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;
- (d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and
- (e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

- (a) act in conflict with Micron's best interests; or
- (b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation

to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

### 2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

### 3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

### 4 Expenses

Micron will reimburse you for all work-related expenses:

- (a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);
- (b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;
- (c) which are approved by an authorized Micron representative; and
- (d) are otherwise incurred and claimed in accordance with applicable Micron policy.

**5 Leave**

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

**6 Termination**

6.1 Your employment may be terminated at any time:

- (a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or
- (b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

- (a) not attend for work or contact any customers or clients; and/or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

- (a) if you are guilty of misconduct, including, without limitation:
  - (i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;
  - (ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

**clause 6.4** or taking any other disciplinary action.

- 6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).
- 6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.
- 6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).
- 6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

## **7 What Happens After the Termination of Employment**

- 7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.
- 7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

## **8 Remuneration**

- 8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.
- 8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

## **9 Compliance**

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

## **10 Data Protection**

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

## **11 Employee Surveillance**

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

## **12 Warranty**

You warrant that:

- (a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;
- (b) you having provided Micron with information that is true and complete in all respects;
- (c) your employment with Micron will not violate any agreement with, or rights of, any third party;
- (d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

- (e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
- (f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and
- (g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

**13 Severability**

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

**14 Waiver**

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

**15 Additional Remedies**

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

**16 Successors and Assigns**

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

**17 Entire Agreement**

This Agreement and the Confidentiality and Intellectual Property Agreement:

- (a) constitute the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

**18 Headings**

Headings are for ease of reference only and do not affect the meaning of this Agreement.

**19 Alteration and Exercise of Rights**

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

**20 Governing Law**

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

**21 Definitions**

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed and Dated (mm/dd/yyyy)



Date: 11<sup>th</sup> May 2022

**Student Name : Dhanunjay Reddy Banda**

**Salary Grade : SG04**

**Designation : Junior Engineer**

**Candidate ID : 4321449**

**Subject: Provisional Offer Letter**

We are pleased to inform you that you have been selected for employment with **Ford Motor Private Limited**, a wholly owned subsidiary of Ford Motor Company, USA.

Your tentative date of joining would be 25th Jul 2022 subject to acceptance of this offer. Any further change in DOJ will be communicated by Ford onboarding team. The terms & conditions of the provisional offer is given below.

**Terms and conditions for employment are subject to:**

- You should have successfully completed your graduation/post-graduation course in the academic year 2021-2022 with 70% aggregate or 7.0 CGPA.
- You will be absorbed as **Junior Engineer** on the date of joining and will receive the appointment letter prior to onboarding.
- During the initial period of your engagement, you will undergo training to understand Ford specific systems, processes and procedures.
- Your current place of work will be at Chennai. However, you should be flexible to work in any other Ford locations worldwide.
- During your period of service with the company you will receive a salary of **Rs.571446** per annum (Cost to Company), detailed salary break will be provided in the appointment letter.
- This offer letter is provisional subject to change and will not automatically entitle you to claim for an employment till you get the appointment letter.

We welcome you to the **Ford Family** and look forward for a long and mutually rewarding association with you.

**For Ford Motor Private Limited**

DocuSigned by:  
  
**(Authorised Signatory)**

I acknowledge that I have received, read and understood all the terms and condition set out in this letter of offer and hereby agree, accept and undertake to abide by all the aforesaid terms and conditions.

**Signature**

**Name:**

**Date**



06/20/2022

Jaisai Kuntala

5-6-137/6/47/YN/401, Flat no. 401, Yogadha Nilayam, Behind Metro Cash and Carry, Dayarguda,  
Sangeet Nagar, Kukatpally  
Hyderabad, Telangana 500072  
India

Dear Jaisai,

### Employment Offer Letter

It is my pleasure to offer you the position of Assoc Software Engineer within the Industry Vertical Design, with ServiceNow Software Development India Private Limited (the “**Company**”), on the conditions set out below.

You will be based at Floor 17, Parcel 2, Phase-2, Survey 83/1, Argus Salarpuria Knowledge City, Raidurg Village, Serilingampally Mandal, Rangareddy Dist, Hyderabad – 500081 Telangana, India. Your manager and place of work may change from time to time depending on the needs of the organization and its ability to adapt to market conditions.

This letter summarises some of the headline points but the full details of your employment are documented in the letter of appointment (the “**Employment Contract**”) which is enclosed for your information. Your start date has been tentatively scheduled for 07/18/2022. This offer letter should be read in conjunction with the Employment Contract.

Your annual base salary (total fixed compensation) will be INR 1,500,000.00 per annum, paid in monthly instalments into your bank in arrears on the last working day of each month or on such other date within such month as may otherwise be notified by the Company. The Company shall make such deductions from your remuneration as shall be required by law. The detailed breakup of the Cost to Company is annexed to this Offer Letter as an Annexure.

You will be eligible to participate in the Company’s Corporate Incentive Bonus Plan (the “**Bonus Plan**”) and your annual incentive bonus target of INR 150,000.00 which is 10% of your base salary, is payable based upon Company and individual performance. Your eligibility and compensation under the Bonus Plan will be governed under the terms of the Bonus Plan and applicable Company policy, as established from time to time. The payment of any bonus (if any) and its amount shall be at the absolute discretion of the Company. To be eligible to earn and/or receive a bonus payment, you must be actively employed by the Company on the bonus payment date and not have given or received notice of termination (whether lawfully or otherwise) on or before the bonus payment date. The Company reserves the right to review, amend or replace the Bonus Plan at any time. All eligible employees will be notified of such amendment.

You will receive a one-time payment of INR 150,000.00 (gross) to assist in your relocation from your current location to Hyderabad. Relocating requires a substantial investment by ServiceNow. Therefore, if you voluntarily terminate your employment or your employment is terminated by the Company for cause within 12 months of commencement of your employment, you will be required to repay ServiceNow the total gross amount of the Relocation Allowance. For the purpose of this agreement, “**Cause**” shall mean: (i) your failure to substantially perform your assigned duties, other



than failure resulting from your death or complete incapacity due to physical or mental illness or impairment; (ii) an act by you that constitutes misconduct and that may be, in ServiceNow's sole discretion, injurious in any way to ServiceNow; (iii) a material violation by you of any law or regulation relating to the business of ServiceNow; or (iv) a breach by you of the fiduciary duty to ServiceNow. In the event that the repayment is triggered, you agree to repay any and all amounts due within 10 calendar days following the termination of your employment and you hereby authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted. You further agree to execute any documents and/or agreements necessary at the time the reimbursement is triggered to authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted.

### **Sign-On Bonus (Global Standard)**

Additionally, you will be eligible to earn a one-time sign-on bonus of INR 350,000.00 (gross) (the "Sign-On Bonus") subject to all applicable taxes and withholdings, provided that you complete one (1) year of employment with the Company. The Company will advance the Sign-On Bonus to you within two (2) regular payroll periods following the completion of thirty (30) days of employment. The Sign-On Bonus is being advanced to you by the Company and is not earned until you have completed one (1) year of employment with the Company. You understand and agree that if you voluntarily terminate your employment with the Company for any reason or your employment is terminated by the Company for gross misconduct prior to the completion of one (1) year of employment, you will be required to reimburse the Company the total gross amount of the Sign-On Bonus advanced to you. In the event the reimbursement is triggered, you agree to repay any and all amounts due within ten (10) calendar days following the termination of your employment and you hereby authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted. You further agree to execute any documents and/or agreements necessary at the time the reimbursement is triggered to authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted.

You shall be on a probationary period for the first 6 (six) months of employment and during this time your termination notice shall be two (2) weeks on either side. During the probationary period, the Company may terminate your services by paying you two (2) weeks' salary in lieu of notice. Thereafter, your notice period shall increase to one (1) month. After the probationary period, the Company may terminate your services by paying you one (1) month's salary in lieu of notice.

You will be eligible for fifteen (15) days of paid annual leave. Your annual leave will accrue rateably from your date of hire. Any time off requires approval by your manager. The maximum period of vacation that may be taken at one time is 2 weeks. In addition to annual leave, you will be entitled to the paid national and festival holidays as declared by the Company.

You will be eligible for the following benefits over and above the annual base salary (total fixed compensation), detailed breakup of the benefits is mentioned in the Annexure:

- To participate in the Company's employee benefits program, which covers all employee benefits mandatory under various legislations in India including medical insurance cover and life & disability insurance cover, provident fund, gratuity, maternity benefits (only for female employees), etc. You shall be provided with full details, shortly after joining.





- As part of the benefits scheme, the Company will contribute to the Employee Provident Fund Scheme and will also provide all the necessary benefits, including Gratuity as per the prevailing legislation.
- Benefits, if any, which have not been mentioned specifically herein, will be communicated to you periodically by the Company;
- Provision of a company laptop.

This offer is conditional on the following:

- A copy of your picture page in your passport and the page with the permanent address;
- A copy of the Permanent Account Number (PAN) Card, issued by the Income Tax Authorities in India;
- A copy of all the testimonials and certificates;
- Copy of last pay slip, relieving letter / acceptance of resignation from your current employer;
- You will provide a copy of Form 16 to the Company as soon as you receive the same from your previous employer. The onus of providing Form 16 will rest upon you and not on the Company;
- You have disclosed details of post-termination restrictive covenants from previous employer which may affect your ability to either accept the offer of employment or perform the role that you have been offered with the Company.
- You signing and returning to us, a copy of this offer letter together with the Employment Contract before you begin your employment with the Company.
- The Company receiving two references from former employers (one of which must be from your current employer) which it considers satisfactory.
- You complete and pass a standard background check, via a third party background checking agency, which will be provided with your CV and contact details, on acceptance of this offer.

This offer may be withdrawn, if any, of the above conditions are not satisfied.


By accepting this offer, you confirm that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities. Once you begin your employment with the Company, you agree to adhere to all its policies, procedures, guidelines and work instructions.

I very much hope that you will accept this offer of employment. If you wish to do so, please sign copies of this letter and the enclosed contract of employment and return to Ramesh Mudigiri by email at [ramesh.mudigiri@servicenow.com](mailto:ramesh.mudigiri@servicenow.com). This offer is open for you to accept until 08/08/2022, at which time it will be deemed to be withdrawn.

We greatly look forward to you joining the ServiceNow team and feel confident you can look forward to a rewarding career with the Company!

Yours sincerely,

**For ServiceNow Software Development India Pvt. Ltd**

DocuSigned by:  
  
Ilango AP  
Director, India HR



I, **Jaisai Kuntala**, accept this position as offered and agree to all the terms and conditions described herein:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ANNEXURE

### Detailed Break Up of the Annual Cost to Company Jaisai Kuntala

Components	Amount INR (Per Annum)
A. Basic salary	INR 600,000.00
B. Flexible Benefit Plan (FBP) *	INR 900,000.00
<b>C. Annual Base Salary (A+B)</b>	<b>INR 1,500,000.00</b>
<b>D. Annual Target Bonus</b>	<b>INR 150,000.00</b>
E. Company's contribution to PF **	INR 72,000.00
F. Company's contribution to Gratuity ***	INR 28,860.00
<b>Total Cost to Company (C +D+ E+ F)</b>	<b>INR 1,750,860.00</b>

\* The components of the Flexible Benefit Plan and Additional Benefits are set out in Appendix I below.

\*\* In accordance with the Provident Funds and Miscellaneous Provisions Act, 1952 ("EPF Act")

\*\*\* In accordance with the Payment of Gratuity Act, 1972

#### **For International Worker Only\*\*\*\***

As per the EPF Act, membership to the Provident Fund is mandatory for all International Workers. Exclusion from the EPF Act, if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes your contribution to the Provident Fund, appropriate deductions will be made from your monthly salary for Provident Fund contributions as per applicable laws/regulation in existence, as may be amended from time to time. Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to approvals from the authorities and prevailing laws, as may be amended from time to time. Any person desirous of such withdrawal will need to comply with applicable law and procedures laid down by the authorities.

\*\*\*\*As defined by applicable law from time to time.

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### Appendix I

Flexible Benefit Plan	Component	Guideline
	House Rent Allowance (HRA)	Maximum allocation of up to 40% of basic pay
	Leave Travel Assistance (LTA)	Maximum allocation of up to 15% of basic pay as reimbursement of any costs (excluding food and stay) incurred during travel within India for a maximum of two trips in a period of four years
	Fuel and Car Maintenance Allowance	Maximum allocation of up to INR 1,800 (below 1600cc) and INR 2,400 (above 1600cc) as a reimbursement towards fuel expenses of your personal vehicle for business use only
	Driver Allowance	Maximum allocation of up to INR 900 per month, as a reimbursement for any driver hired while using your personal vehicle for business use
	Professional Pursuit Allowance	Maximum allocation of up to INR 1,500 per month to be paid towards Professional training and development
	Internet Allowance	Maximum allocation of up to a INR 1,500 per month towards your Internet expenses

Additional Benefits	Component	Description
	Group Medical Insurance	Group Medical Coverage of INR 500,000 for family. (Family includes Self + Spouse + Children+2 Dependent Parents or 2 Dependent-in-Laws) Policy Includes Out Patient treatment limit of INR 15,000 per family per annum. All dental and vision procedures are covered
	Top Up Insurance	Top Up Insurance benefit can be availed over and above the Group Medical Policy for variant sum insured of INR 3 Lakhs, INR 5 Lakhs, INR 7 Lakhs, INR 10 Lakhs (Premium to be borne by employee)
	Annual Health Check*	Free Annual Health Check
	Personal Accident Insurance*	Sum Insured is 3 X Annual Base Salary
	Term Life Insurance*	Sum Insured is 3 X Annual Base Salary
	National Pension Scheme	National Pension Scheme can be availed as per the law and company policy
Voluntary Provident Fund	Voluntary Provident Fund can be availed as per the law and company policy	

\*For employee only



06/20/2022

Jaisai Kuntala

5-6-137/6/47/YN/401, Flat no. 401, Yogadha Nilayam, Behind Metro Cash and Carry, Dayarguda,  
Sangeet Nagar, Kukatpally  
Hyderabad, Telangana 500072  
India

Dear Jaisai,

### Letter of Appointment

We, ServiceNow Software Development India Private Limited bearing Corporate Identification Number (CIN) U72900TG2014FTC092163 (the "**Company**"), are pleased to offer you employment as Assoc Software Engineer with the Company upon the following terms and conditions (the "**Agreement**"). This Agreement together with our offer letter dated 06/20/2022 (the "**Offer Letter**") constitutes the terms of your employment. In the event of any conflict with the Offer Letter this Agreement shall prevail.

#### 1 Appointment

- 1.1 This Agreement will commence with effect from 07/18/2022 and shall continue to be in effect unless otherwise terminated in accordance with the terms and conditions herein.
- 1.2 The Company shall have the right, at its sole discretion, to assign you to other tasks, to change the location of the place of work and to modify your reporting and organizational structure as may be reasonably necessary to respond to changing business needs. You will perform all acts, duties and obligations, and will comply with such orders as may be assigned by the Company which are reasonably consistent with your position. The Company may, from time to time, require you to perform duties normally undertaken by other employees or contractors, including different or additional duties, but not duties which you cannot reasonably perform.
- 1.3 The Company may require you (as part of your duties) to perform duties or services not only for Company but also for any Group Company on the instructions of the Company, where such duties or services are of a similar status to or consistent with your position with the Company. The Company may at its sole discretion assign your employment to any Group Company on the same terms and conditions as set out, or referred to, in this Agreement.
- 1.4 "Group Companies" in this Agreement means the Company, its subsidiaries or subsidiary undertakings, any holding company or parent undertaking and any subsidiary or subsidiary undertaking of any holding company or parent undertaking and "Group Company" means any of them.

#### 2. Status of Employment

You will be required to serve a probationary period of six (6) months, during which your employment with the Company may be terminated by either party giving to the other two



(2) weeks' written notice or by the Company by paying base salary in lieu thereof at its discretion, subject to the relevant provisions of Clause 13.2. The probationary period may be reduced or extended at the discretion of the Company. If the probationary period is extended beyond 6 months, either party may terminate your employment by giving the other party one (1) month's notice in writing or by the Company by paying base salary in lieu thereof, at its discretion, subject to the relevant provisions of Clause 13.2.

### 3 Salary

3.1 You will be paid an Annual Base Salary of INR 1,500,000.00 per annum, payable monthly in arrears (or such other amounts as may from time to time be agreed in writing) by crediting your bank account on the last working day of each month or on such other date within such month as may otherwise be notified by the Company. The detailed breakup of the Annual Base Salary (Total Fixed Compensation) and the benefits which are over and above the Annual Base Salary (Total Fixed Compensation) is given in our offer letter dated 06/20/2022 (the "**Offer Letter**"). Your Annual base Salary shall be subject to an annual review in accordance with Company policy, at the sole discretion of the Company. There shall be no entitlement to payment in respect of overtime.

3.2 You will be eligible to participate in the Company's Corporate Incentive Bonus Plan (the "Bonus Plan") and your annual incentive bonus target of INR 150,000.00 which is 10% of your base salary, is payable based upon Company and individual performance. Your eligibility and compensation under this Bonus Plan will be governed under the terms of the Bonus Plan and applicable Company policy, as established from time to time. The payment of any bonus (if any) and its amount shall be at the absolute discretion of the Company. To be eligible to earn and/or receive a bonus payment, you must be actively employed by the Company on the bonus payment date and not have given or received notice of termination (whether lawfully or otherwise) on or before the bonus payment date. The Company reserves the right to review, amend or replace the Bonus Plan at any time. All eligible employees will be notified of such amendment.

3.3 The Company shall have the right to deduct from your remuneration any inadvertent overpayment of salary or other relevant payments under this Agreement. You will be responsible and liable for payment of all income and related taxes on your salary, fees and any other payment received by you under this agreement and/or during your employment with the Company.

### 4 Hours of Work

Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m. (subject to a lunch break of one hour), Monday to Friday in each week. The Company's basic work hours are forty (40) hours per week.

### 5 Annual Leave

5.1 You shall be entitled to fifteen (15) days of paid annual leave (per calendar year). The annual leave can be carried forwarded to a succeeding year up to a maximum of sixty (60) days. In



addition to annual leave, you shall be entitled to the national and festival holidays as declared by the Company. All such holidays may be changed from time to time. The Company will publish the list of holidays to be granted in a calendar year before the commencement of that calendar year.

- 5.2 Effective on the date herein and until termination of your employment, you will be treated as having accrued your 15 days' annual leave on a pro-rated basis for each completed month of service in such calendar year, calculated by reference to the date herein or last date at work (as applicable). You will be given encashment of any accrued and accumulated/un-availed annual leave at the time of your exit.
- 5.3 You may be allowed to avail annual leave in advance (i.e., before it accrues to you), up to a maximum of the annual leave entitlement for that calendar year. However, if you have availed annual leaves in excess of your accrued annual leave entitlement, the remuneration paid by the Company in respect of such excess leaves shall be treated as an advance on your salary or as an overpayment, which will be deducted from any sums due to you upon your exit.
- 5.4 All time off must be approved in advance by your manager and submitted in the Company's HR system, and taking time off without such approval shall be treated as unauthorized absence (resulting in loss of pay for such duration). The maximum amount of annual leave that may be taken at any one time is two (2) weeks. In the event of a long-term sickness absence during which you are absent from work for an entire calendar year or any part thereof, you will be deemed to have taken your accrued annual leave on the first fifteen (15) working days of that year or the relevant leave period.
- 5.5 In case of any relocation or transfer, you agree that your annual leave entitlement, national and festival holidays as well as sick and casual leave entitlements (set out below) may be changed by the Company in accordance with the local policies and/or statutory requirements applicable to the place of relocation / transfer.

## 6 Sick and Casual Leave

- 6.1 You shall be entitled to a maximum of twelve (12) days paid sick leave during every twelve months of continuous service in addition to the eligible paid annual leave.
- 6.2 You shall also be entitled to a maximum of twelve (12) days paid casual leave on any reasonable grounds during every twelve months of continuous service in addition to the eligible paid annual leave. The maximum amount of casual leave that may be taken at any one time is three (3) days.
- 6.3 In order to be eligible for paid sick leave or casual leave, you must comply with the requirements of clause 6.4 below.
- 6.4 In the event of absence for the reason of illness or accident (for any unplanned personal emergencies), you shall immediately notify the Company by telephone. Such notice should be provided to your manager before the date of absence where circumstances permit, or as soon as possible on the first day of absence (preferably within one hour of commencement of the Company's business hours, if not earlier). Further, in case the leave availed for these



reasons exceeds 3 consecutive days, on the date of return to work, a medical certificate (certifying your physical condition) from a Company-nominated registered medical practitioner or from a government hospital or clinic or medical specialists to whom you are referred by a registered medical practitioner, or any other valid proof of your personal emergency, shall be delivered to the Company. You must also keep the Company informed about your anticipated date of return to work.

- 6.5 Unavailed sick and casual leave cannot be carried forward to the next calendar year or encashed at the time of exit.
- 6.6 Your employment with the Company is contingent on your ability to perform the essential functions of your job. Hence, the Company may require you to undergo a medical examination from time to time and submit a medical report certifying your fitness to perform your duties and obligations.

## 7. Maternity and Paternity Leave

- 7.1 MATERNITY LEAVE: Subject to compliance with the prevailing statutory requirements under the Maternity Benefit Act, 1961 and the amendments thereof, female employees who have worked with the Company for a period of at least eighty (80) days in the twelve (12) months immediately preceding the date of her expected delivery are eligible for a maximum of twenty six (26) weeks of paid maternity leave of which not more than eight (8) weeks shall precede the date of their expected delivery. However, the maximum period of maternity benefit to which a female employee having two or more surviving children is entitled shall be twelve (12) weeks of which not more than six (6) weeks shall precede the date of her expected delivery.

-  
Further, a female employee who is a commissioning mother (a biological mother who uses her egg to create an embryo implanted in any other woman) or an adopting mother who had adopted a child who is not more than three (3) months old, shall be entitled to maternity leave for a period up to twelve (12) weeks from the date on which the child is handed over to the adopting mother or the commissioning mother.

- 7.2 PATERNITY LEAVE: Male employees are eligible for a maximum of 12 weeks of ServiceNow's Paid Parental Leave Program and the said paternity leave shall be taken within one (1) year from the date of birth of the child and can be taken into instalments. Each instalment has to be at least 1 week.

The Employees cannot avail any unused maternity or paternity leave if the time limit for availing the same has been expired and the Company shall not be liable in any manner whatsoever if the concerned employee fails to avail his/her maternity or paternity leave within the prescribed time limit. Further, upon resignation or termination of employment by the employee or employer, the unused maternity or paternity leave will not be counted as part of the prescribed notice period and the same cannot be encashed.

## 8. Staff Review

Company may provide inputs from time to time.





## 9 Expenses

- 9.1 The Company shall reimburse you in respect of such expenses as may be incurred by you while engaged in the business of the Company as the Company shall consider reasonable (at its absolute discretion), upon the provision to the Company of proper receipts or other evidence of such expenditure, and all such reimbursements are in accordance with the rules and procedures established by the Company from time to time.

The Company shall reimburse all reasonable travel, hotel and other expenses wholly and exclusively incurred by you in the performance of your duties in accordance with the Company's prevailing travel expense policy subject always to your obligation to furnish receipts, invoices and such other documentary evidence of expenditure.

- 9.2 The Company shall be entitled at any time during your employment, or in the event of termination of employment, to deduct from your compensation or expenses; (i), any monies due from you to the Company including but not limited to any outstanding loans, advances, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering the same), and any sums due from you under this Agreement, and by executing this Agreement, you consent to such deductions; and (ii) any monies ordered by any Court.

## 10 Retirement

The normal retirement age of an employee in the Company is 60 years. Your employment will terminate automatically at the end of the month in which your 60<sup>th</sup> birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the Company doctor.

## 11 Employee Benefits

You shall be entitled to participate in the employee benefits program, effective from your start date. The terms and conditions of the employee benefit program shall be made available to you shortly after joining. The Company reserves the right to alter the terms of the employee benefits program as required from time to time.

## 12 Conduct and Discipline

- 12.1 You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions of the Company.
- 12.2 During your employment, you shall well and faithfully serve the Company and use your utmost endeavours to promote its interests and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
- 12.3 You shall not, during the continuation of your employment, engage in any other business, vocation, trade, office, employment or activity (whether paid or unpaid), in the absence of prior written approval from the Company (which may be withheld by the Company at its sole discretion). You shall disclose fully to the Company any and all facts and circumstances in respect of which there is or might be, or which may appear to be, a conflict of interest between the Company or any related corporation and you or persons related to you.



- 12.4 You shall not enter into any pecuniary obligation which would render you financially embarrassed.
- 12.5 The Company assures a smoke free environment and the entire office premises including conference rooms, lobbies and canteen is declared as "No Smoking Zone". The Company will provide a separate area for smokers with specific notification and the smokers will not be allowed to smoke in any other places in the office premises except the notified area.
- 12.6 If you found to be engaged in sexual harassment activities, disciplinary action will be taken against you, as recommended by the Internal Complaints Committee of the Company constituted under the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, up to and including termination as soon as you are found guilty by the Internal Compliant Committee. In such cases, your services could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- 12.7 You confirm that you are not bound by any other agreement with any prior employer, or any person or entity that would prevent you from fully performing your duties with the Company, and that you will not during your employment with the Company, or have not during the pre-hire process, use(d) or disclose(d) any proprietary or confidential information, or trade secrets, of your former employers or companies or any person or entity.
- 12.8 You shall:
- 8.a faithfully and diligently perform assigned duties and take actions consistent with such duties;
  - 8.b comply with all lawful and reasonable directives of the Company's management team;
  - 8.c use your best efforts to promote the interests of any Group Company;
  - 8.d promptly and fully inform or explain (in writing, if requested) to the Company's management team, your conduct relating to the interests of any Group Company; and
  - 8.e at all times, not make any untrue or misleading statement relating to any Group Company.
- 12.9 The Company's information systems are consolidated and managed centrally. As a result, your sensitive personal data or information may be transferred around Group Company locations worldwide and to select vendors that provide services to the Company and our workforce. To assure that your sensitive personal data or information privacy is adequately safeguarded, the Company will endeavour to protect the confidentiality and security of individual personal data as required by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000. Accordingly, as per the requirement of the above mentioned Rules, you are agreeable to provide your consent in writing to the Company as provided in the Exhibit B of this Agreement for using and transferring of your sensitive personal data or information provided or to be provided by you.



## 13 Termination

13.1 Subject to Clause 13.2 below, this Agreement may be terminated by you or by the Company upon giving one (1) month's written notice or by the Company paying one (1) month's basic salary in lieu of notice at its discretion. The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company). However, the Company shall continue to pay your salary and contractual benefits whilst you remain employed by the Company.

13.2 The Company shall be entitled to terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:

2.a if you are dishonest or engaged in serious or persistent misconduct or without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder or breach the terms of this Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force;

2.b if you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or

13.3 Upon ceasing to be employed by the Company, you shall deliver to the Company any equipment, drawings, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to the Company or any reproduction thereof which may have been provided to you during the course of your employment with the Company, and you shall not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products or services.

## 14 Compliance with Applicable Laws

14.1 You agree to comply with all applicable laws, regulations and governmental orders of India or any other applicable jurisdiction, now or hereafter in effect, relating to your employment by the Company, including but not limited to any bribery laws. Without limit to the foregoing, you represent and warrant that you have not and shall not at any time during your employment with the Company, pay, give or offer or promise to pay or give any money or any other thing of value, directly or indirectly, to or for the benefit of:

1.a any government official, political party or candidate for political office; or

1.b any other person, firm, corporation or other entity with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage in connection with the Company's business.



14.2 Your obligations under this Clause 14 shall survive the expiration or termination of this Agreement.

15 Restrictions

15.1 Save as otherwise permitted under the terms of this Agreement, you shall not (unless with the prior written consent in writing of the Board) during your employment with the Company or at any time during the Restricted Period, directly or indirectly, alone or together with other persons, on your own account or in partnership or conjunction with, through or on behalf of any agents, affiliates, intermediaries, joint ventures or alliances:

1.a be engaged, employed or retained by (whether as an employee, manager, director, contractor, subcontractor, or consultant to, for or with) or otherwise be interested directly or indirectly (whether as owner in, leasing to, supplying equipment or materials, operating or extending credit to) in any Restricted Business within the Restricted Territories (other than as a holder of not more than 5% of the issued shares or debentures of any company listed on any recognised stock exchange);

1.b perform any act or do anything or undertake or engage in any Restricted Business or any transaction which would result in competition with the business of the Company or any of its related corporations (collectively, the "Group") in the Restricted Territories, including without limitation:

a.i serving as a director on the board of any unrelated or third-party company engaged in Restricted Business in the Restricted Territories;

a.ii being interested in any project or proposal for the acquisition or development of or investment in:

(A) any business or asset in which any member of the Group was during your employment considering to acquire, turn to account, develop or invest, unless: (1) your employment with the Company has already ceased or terminated; and (2) the Group had formally decided against such acquisition, turn to account, development or investment in, such business or asset; or

(B) any asset of any Group Company, unless: (1) your employment with the Company has already ceased or terminated; and (2) such asset is offered by the relevant Group Company for sale to, turning to account or development by third parties;

(iii) soliciting or enticing away any customer or supplier of the Group whom you had personally or directly dealt within the 12 months preceding the termination of your employment (or if the period of the employment is less than 12 months, then this reduced period);

(iv) using in the Restricted Territories any name or trading style which is the same as or similar to any of the trade or service marks of the Group or any



brand name or proposed brand name of any of the Group's products or proposed products, or representing yourself as being connected with or carrying on or continuing the business of any member of the Group or its business for any purpose whatsoever;

- c canvassing or soliciting in the Restricted Territories, in competition with the business of the Company, the custom of any person, firm or company, who was a customer or supplier of the Company at any time within the last 12 months of your employment with the Company (or if the period of the employment is less than 12 months, then this reduced period), or procuring such customer or supplier to reduce or cease to continue its business dealings and/or transactions with the Company or any member of the Group;
- d inducing or seeking to induce any Restricted Employee to cease employment with the Company or any member of the Group or to cease to be engaged, employed or retained by (in any capacity) or otherwise be interested directly or indirectly in any Restricted Business within the Restricted Territories, whether or not such Restricted Employee would thereby commit any breach of his contract of service or employment; or
- e cause or permit any person or company, directly or indirectly, under your control or in which you have any beneficial interests to do any of the foregoing acts or things.

15.2 For the purpose of this Agreement:

“Restricted Business” means any business which is or is likely to be wholly or partly conducted by the Company or any member of the Group and is concerned with:

- a the research into, development, supply or marketing of products and solutions for cloud-based services that automate enterprise IT operations or the 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 to any services provided by the Company or any member of the Group PROVIDED ALWAYS that these provisions shall apply only in respect of such products or related services with which you were either personally concerned or for which you were responsible whilst employed by the Company in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period); or
- b business of a like or similar kind to (or otherwise any business which is or is likely to be conducted in competition with) any business conducted by the Company or any member of the Group in which you were materially involved at any time in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period).

“Restricted Employee” means any present employee of the Company who is employed in a key, managerial or executive capacity, or who has access to trade secrets, proprietary knowhow or other confidential information of the Company;



“Restricted Period” means 6 months from the cessation or termination of (i) your employment with the Company or (ii) your engagement in the services of any member of the Group, and if such period operates to render any restriction in this Clause 15 invalid, the Restricted Period shall be during the term of your employment;

“Restricted Territories” means:

- a India; and
- b countries Pacific region:
  - a.i in relation to which you had conducted, pursued or promoted business, or over which you had retained a responsibility for the same, for and on behalf of the Company or any member of the Group; or
  - a.ii in relation to which you have performed duties on behalf of the Company or any member of the Group.

Provided that this has occurred within the last 12 months of your employment and the activities or responsibilities set out above have not occupied less than 5% of your working hours during this 12 month period (or if the period of the employment is less than 12 months, then this reduced period).

15.3 You acknowledge that:

- 3.a Each of the foregoing sub-clauses constitutes an entirely separate and independent restriction on you; and
- 3.b The duration, extent and application of each of the restrictions are no greater than is necessary for the protection of the proprietary interests of the Company.

15.4 Notwithstanding the above, you shall be entitled to enter into employment with any other related corporation of the Company.

15.5 Each undertaking and agreement contained in this Clause 15 shall be read and construed independently of the other undertakings and agreements herein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining undertakings and agreements shall be valid to the extent that they are held not to be so invalid.

15.6 While the undertakings and agreements in this Clause 15 are considered by the Company and you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

16 Confidentiality



- 16.1 You must not at any time during your employment (except so far as may be necessary for the proper performance of your duties) or after the termination of your employment use for any purpose other than any Group Company's business or disclose to any person or body any Confidential Information obtained during your employment.
- 16.2 You must not at any time during your employment improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and must not bring onto the premises of the any Group Company any unpublished document or proprietary information or trade secrets of any former employer or other person or entity unless consented to in writing by such employer, person or entity.
- 16.3 For the purpose of this Agreement, "Confidential Information" means any trade secrets or other information which is confidential, commercially sensitive and is not in the public domain relating or belonging to any Group Company including but not limited to information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service, secret formulae, processes, inventions, designs, know-how, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of any Group Company, lists or details of clients, potential clients or suppliers or the arrangements made with any client or supplier and any information in respect of which any Group Company owes an obligation of confidentiality to any third party.

17 Company Regulations

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company as may from time to time be made or given. The Company shall have the right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment upon notification to you.

18. Entire Agreement

This Agreement, together with the Proprietary Information Agreement for Employees, supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This Agreement, together with the Proprietary Information Agreement for Employees (see Exhibit A), constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and related corporations with respect to the subject matters herein.

19. No Breach

In signing below, you confirm that you are not bound by any prior contract, undertaking, commitment or other obligation which prevents or prohibits you from being employed by the Company and being able to fully and completely perform the services contemplated by this Agreement, nor in fulfilling your duties hereunder will you be breaching any duty of



confidentiality or any restrictive covenants to any persons, including without limitation, your previous employers or principals.

20. Grievance / Disciplinary Procedures

20.1 If you have any grievance (other than one relating to a disciplinary decision), you should refer such grievance in writing to your Manager. If the grievance is not resolved at this stage, you may appeal in writing to the next level manager who will appoint a suitable person to hear the appeal, and whose decision shall be final. Application of this procedure is not a contractual entitlement.

20.2 Any matters concerning your unsatisfactory conduct or performance will be dealt with by the Regional functional VP or a representative. An appeal against any disciplinary decision or any decision to dismiss you should be made by you, in writing, to the functional VP who will appoint a suitable person to hear the appeal and whose decision will be final. Application of this procedure is not a contractual entitlement.

20.3 The Company reserves the right, at its sole discretion, to suspend you temporarily (with base salary), subject to such other terms that the Company may impose while the Company makes its determination as to allegation(s) that you have committed an act of gross misconduct. For the purposes of this Agreement, gross misconduct includes but is not limited to the following, and would be grounds for immediate termination, without pay, if the allegations are legitimate (based on the Company's reasonable determination):

- 1.a dishonesty, theft, embezzlement, fraud and/or any action which assists other parties in such activities;
- 1.b any act which constitutes unlawful discrimination or harassment, whether on the grounds of sex, sexual orientation, race, ethnic origin, nationality, disability, age, caste, religion or beliefs;
- 1.c knowingly providing any material information or documentation which are false or amounts to a misrepresentation of facts to the Company or suppressing any material information, crucial to your employment with and/or the tasks assigned to you by the Company.
- 1.d conduct (whether or not in the course of your employment) which may or does result in harm to the reputation of any Group Company;
- 1.e conviction of any criminal offence which, in the Company's determination, demonstrates unsuitability for continued employment with the Company;
- 1.f divulging or misusing Confidential Information likely to harm any Group Company or any of their customers;
- 1.g being under the influence of, or consuming, alcohol, illegal drugs or any controlled substances during work hours or while involved in any Group Company related activities or events;
- 1.h violent, abusive, intimidating or offensive behaviour (whether physical or verbal);
- 1.i unauthorised access to or inappropriate use of any Group Company's computer, e-mail and Internet systems or use of unapproved software;
- 1.j gross negligence;





- 1.k interference with safety equipment; and
- 1.l intentional or reckless disregard for health and safety rules or procedures.

- 20.4 The Company reserves the right, at its sole discretion, to amend any disciplinary and/or grievance procedure or policy.
- 20.5 You are expected to maintain a high standard of work performance and conduct at all times. If such performance or conduct falls below levels reasonably acceptable to the Company, you may be put on a performance improvement plan and dismissal in the absence of satisfactory improvements within a defined time period.

21. Notices

All notices and other communications required by this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or mailed. Notices delivered personally shall be deemed received on the date delivered; notices delivered by certified or registered mail, return receipt requested, shall be deemed received 5 days after posting of the same. Notice to you shall be sent to you to the address to which this letter is addressed and notices to the Company shall be addressed to (•). Each Party shall inform the other with regard to any changes to the address to which the Notices under this clause have to be delivered.

22. Assignment

This is a personal service contract and shall not be assigned by you but may be assigned by the Company to any of its Group Companies.

23. No Waiver

No failure on the part of either Party to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise on any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Company entering into this Agreement shall not be deemed a ratification of your past conduct nor a waiver of any of Company's rights, remedies, or contentions, all of which are expressly reserved.

24. Governing Law


This Agreement shall be governed by and construed in accordance with the laws of India and both you and the Company agree to be subject to the exclusive jurisdiction of the courts in Hyderabad for the resolution of all disputes arising under this Agreement.

- 25. It is clarified that you have been appointed as a director on the Board of directors of the Company solely by virtue of your employment with the Company, and your position as director of the Company shall automatically cease, without any further action, immediately upon termination of your employment with the Company and you will assist the Company and will sign the necessary letters and documents to record your resignation as a director and hereby authorize the Company to what is necessary in this regard.



Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Agreement.

Yours faithfully  
For and on behalf of  
**ServiceNow Software Development India Pvt. Ltd**

DocuSigned by:  
  
3C5C4E97BF6A4C5...  
**Ilango AP**  
Director, India HR

\* \* \* \* \*

Acceptance

I, Jaisai Kuntala, holding Passport/Permanent Account bearing No. \_\_\_\_\_, hereby confirm acceptance of all of the above terms and conditions.

\_\_\_\_\_  
Signature

Date:



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**EXHIBIT A**

**ServiceNow Software Development India Private Limited**

**Proprietary Information Agreement for Employees**

In consideration of my employment with ServiceNow Software Development India Pvt. Ltd (the "Company"), I, Jaisai Kuntala agree as follows:

1. Proprietary Information
  - 1.1 I understand that my employment creates a relationship of trust and confidence between me and the Company with respect to Proprietary Information (as hereinafter defined) of the Company, learned or received by me in the course of my employment.



- 1.2 All Proprietary Information that comes into my possession while employed by the Company is the exclusive property of the Company. I agree not to directly or indirectly use or disclose any of the Proprietary Information at any time except in connection with and for the purposes of my employment with the Company.
- 1.3 For the purposes of this Agreement, "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes: (i) inventions, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its clients or which the Company has paid for; (ii) technical information relating to the Company's existing and future plans or products, including, where appropriate and without limitation, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and part lists, names of suppliers, customers or contractors, techniques, processes and apparatus relating to the same disclosed by the Company to me or obtained by me through observation or examination of information, research by the Company or paid for by the Company or developments; (iii) confidential marketing information (including without limitation marketing strategies, customer names and requirements and product and services, prices, margins and costs); (iv) confidential product, marketing, development and other plans; (v) confidential financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); (vii) confidential information relating to the Company including, without limitation, corporate information and secrets, unannounced financial results, reports and statements or information, projections, profiles, investment plans, capitalization plans, business plans or expansion plans or arrangements relating to its business whether or not with third parties; and (viii) other confidential business information or information received by me which is marked "confidential" or words to that effect conveyed, transmitted, recorded or stored by any means whatsoever including, without limitation, documents, drawings, photographs, computer diskettes, computer hard disks, computer network storage devices, internet or intranet electronic mail, discs, designs, plans or models or any of the media (electronic or otherwise) for storing or recording information.
- 1.4 Proprietary Information shall not include information which: (i) I can prove by documentary evidence produced to the Company within seven days of disclosure that such Proprietary Information was already in my possession and at my free disposal before the disclosure hereunder to me; (ii) is hereafter disclosed or published to me without any obligations of confidence by a third party who has not derived it directly or indirectly from the Company and without breach of any confidentiality undertaking by the third party; (iii) is or becomes generally available to the public in printed publications in general circulation in India through no act or default on my part; or (iv) I am required to disclose by law or judicial process.
- 1.5 All Company property, including, but not limited to, Proprietary Information, documents, data, records, apparatus, equipment and other property, whether or not pertaining to Proprietary Information, provided to me by the Company or produced by me or others in connection with the services I perform for the Company shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. I shall return and deliver all such property upon termination of my employment, and agree that I will not take any such property or any reproduction of



such property upon such termination.

- 1.6 I recognize that the Company has received and in the future will receive information from third parties which is private or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that during the term of my employment and thereafter I owe the Company and such third parties a duty to hold all such private or proprietary information received from third parties in the strictest confidence and not to disclose it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party and not to use it for the benefit of anyone other than for the Company or such third party consistent with the Company's agreement with such third party.
- 1.7 I shall not reproduce, convert or store the Proprietary Information in any form or manner whatsoever (including all forms of electronic storage and all forms of storage or recording media such as, but not limited to, diskettes, hard disk drives, computer network storage devices, internet or intranet electronic mail, cassette tapes or discs) except with the prior written consent of the Company.

## 2. Inventions

- 2.1 I agree to promptly disclose to the Company, or any persons designated by it, all ideas, improvements, inventions, programs, formulae, processes, techniques, discoveries, developments, designs, trade secrets, know-how and data, whether or not patentable or registrable under copyright or similar statutes, and all designs, trademarks and copyrightable works that I may solely or jointly make or conceive or reduce to practice or learn during the period of my employment which (i) are within the scope of the services which I provide to the Company, and are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental, production, financing, manufacturing, licensing, distribution or marketing activity carried on by the Company; or (ii) result from tasks assigned to me by the Company; or (iii) are funded by the Company; or (iv) result from use of premises owned, leased or contracted for by the Company (collectively, "Inventions"). Such disclosure shall continue for one (1) year after termination of my employment with respect to anything that would be Inventions if made, conceived, reduced to practice or learned during the period of my employment.
- 2.2 Save as expressly disclosed to the Company in writing at the time of execution of this Agreement, I hereby agree and irrevocably assign to the Company any worldwide rights, title or interest in all Inventions, whether or not patentable, copyrightable, or subject to any form of protection, made, created, developed, written, conceived or learned by me in whole or in part, either alone or jointly with others, during the course of my employment with the Company. I further agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end I will execute all documents necessary:



- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trademarks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
  - (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trademarks or any other analogous protection.
- 2.3 In the event the Company is unable, after reasonable effort, to secure my signature to any document for the application, obtaining or vesting of any patent, copyright, design, trade mark or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trade mark or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.
- 2.4 Notwithstanding any moral rights which I may have in any intellectual property, I hereby give unconditional consent to the Company or its assigns to:
  - (a) use such intellectual property without attributing me as author of such intellectual property;
  - (b) alter such intellectual property and use the altered intellectual property without reference to me; and
  - (c) use such intellectual property or an adaptation of such intellectual property in any commercial application.
- 2.5 I also hereby perpetually waive and agree never to assert any and all moral rights that I may have in or with respect to any intellectual property assigned to the Company during or after the course of my employment with the Company.
- 2.6 I have attached as Attachment 1 to this Agreement a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company which I desire to remove from the operation of this Agreement and I covenant that such list is complete.
- 2.7 If no such list is attached, I represent that I have made or conceived no inventions, discoveries, developments, improvements and trade secrets at the time of signing this Agreement that are to be removed from the operation of this Agreement.
- 3. Property of Others



3.1 I represent that my performance under this Agreement does not and will not breach any agreement to keep in confidence proprietary information or trade secrets, if any, acquired by me in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by me. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict herewith.

3.2 I represent that as part of the consideration for the offer of employment extended to me by the Company, and for my employment and continued employment by the Company, I have not brought and will not bring onto the Company's premises or use in the performance of my duties with the Company any equipment, supplies, facility or trade secret information of any current or former employer or organization to which I provided services which are not generally available to the public, unless I have obtained written authorization for their possession and use.

#### 4. Remedies for Breach

In recognition of the fact that irreparable injury will result to the Company in the event of a breach of my obligations under this Agreement, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefore, I acknowledge, consent and agree that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me. The Company's right to injunctive relief shall not limit its right to any other remedies, including damages.

#### 5. Modifications

No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

#### 6. Severability

If any provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

#### 7. Entire Agreement

This Agreement, together with my Letter of Appointment dated 06/20/2022 supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between me and the Company with respect to the matters covered herein. These Agreements constitute the full, complete and exclusive agreements between me and the Company with respect to the subject matters herein.

#### 8. Successors and Assigns



This Agreement will be binding upon my heirs, executors, administrators and legal representatives and will be for the benefit of the Company and its successors and assigns for the resolution of all disputes arising under this Agreement.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of India. The parties to this Agreement agree to submit to the non-exclusive jurisdiction of the courts of Hyderabad.

Signed and agreed to by:

Accepted and agreed to  
for and on behalf of  
**ServiceNow Software Development India Pvt. Ltd**

DocuSigned by:  
  
3C5C4E97BF6A4C5...

\_\_\_\_\_  
Name: Jaisai Kuntala  
Date:

\_\_\_\_\_  
Ilango AP  
Director, India HR  
Date: June 20, 2022 | 09:23:49 PDT





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**ATTACHMENT 1**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Sl. No.</u>	<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

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

Name: Jaisai Kuntala

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



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**EXHIBIT B**

**Consent of Employee to use Sensitive Personal Data or Information**

To,  
ServiceNow Software Development India Pvt. Ltd  
Floor 17, Parcel 2, Phase-2, Survey 83/1, Argus Salarpuria Knowledge City, Raidurg Village,  
Serilingampally Mandal, Rangareddy Dist, Hyderabad – 500081 Telangana, India

Dear Sirs,

**Sub: Sensitive Personal Data or Information**

In consideration of my employment with ServiceNow Software Development India Private Limited (the "**Company**"), I hereby give my consent to the Company for using my sensitive personal data or information as provided by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000.

I am fully aware of the fact that the Company may require to share or disclose my sensitive personal data or information with third parties for the legitimate business purposes and legal compliance.

I understand that the Company may have to transfer my sensitive personal data or information to other body corporate or persons in India or located in any other country since the information systems of the Company are consolidated and managed centrally.

Thanking you,

Yours faithfully

Jaisai Kuntala

Date:



06/20/2022

Jaisai Kuntala

5-6-137/6/47/YN/401, Flat no. 401, Yogadha Nilayam, Behind Metro Cash and Carry, Dayarguda,  
Sangeet Nagar, Kukatpally  
Hyderabad, Telangana 500072  
India

**Re: Stock-Based Awards of ServiceNow, Inc. (the "Company")**

Dear Jaisai Kuntala:

We are pleased to inform you that we intend to recommend to the Board of Directors (or a committee thereof) of the Company (the "**Board**") that you be granted the equity award or awards identified below (the "**Equity Awards**"). All Equity Awards will be granted under, and subject to the terms and conditions of, the Company's equity incentive plan in effect on the date of grant (the "**Plan**"), as well as the terms and conditions of the award agreement, which will be provided to you as soon as practicable after the grant date and which you will be required to sign or otherwise accept in accordance with the Company's acceptance procedures.

#### **Company Equity**

Subject to approval by the Board, management recommends you be granted a restricted stock unit award ("**RSU Award**") to acquire such number of shares of the Company's common stock equal to USD 15,000.00 divided by the average daily closing price of the Company's common stock on the New York Stock Exchange for the twenty (20) trading days ending on the third trading day immediately prior to the date the RSU Award is granted by the Board (the "**Grant Date**"), rounded up to the nearest whole share (such number of shares, the "**Total Number of Shares**"). Generally, the Grant Date will occur in the calendar month following your start date pursuant to the terms of the Company's Equity Award Policy.

If approved, the RSU Award will vest with respect to the Cliff Shares on the Cliff Vesting Date (in each case, as defined below). If the Total Number of Shares under the RSU Award is fewer than 24 shares, the remaining shares subject to the RSU Award will vest in equal annual installments over the subsequent three years (25% each year, with the final vest prorated). If the Total Number of Shares is 24 shares or greater but fewer than 48 shares, the remaining shares subject to the RSU Award will vest in equal bi-annual installments over the subsequent three years (12.5% every other quarter, with the final vest prorated.) If the Total Number of Shares is 48 or greater, the remaining shares subject to the RSU Award will vest in equal quarterly installments over the subsequent three years (6.25% each quarter, with the final vest prorated).

No vesting will occur with respect to the RSU Award unless you are employed by or otherwise providing services to the Company or one of its subsidiaries on the applicable vesting date.

As used herein, the following terms shall have the following meanings:

- **Cliff Shares.** If your start date is:
  - in the months of *January, April, July, or October*, the term "Cliff Shares" means **25%** of the Total Number of Shares.



- in the months of *February, May, August or November*, the term “Cliff Shares” means **29.17%** of the Total Number of Shares.
- in the months of *March, June, September, or December*, the term “Cliff Shares” means **27.08%** of the Total Number of Shares.
- **Cliff Vesting Date.** If your start date is:
  - in the months of *November, December, or January*, your “Cliff Vesting Date” will be in **February** following the 1-year anniversary of your start date.
  - in the months of *February, March or April*, your “Cliff Vesting Date” will be in **May** following the 1-year anniversary of your start date.
  - in the months of *May, June or July*, your “Cliff Vesting Date” will be in **August** following the 1-year anniversary of your start date.
  - in the months *August, September or October*, your “Cliff Vesting Date” will be in **November** following the 1-year anniversary of your start date.

Note that the above terms remain subject to approval by the Board, and that any granted RSU Awards will be subject to all applicable state, federal and local securities and tax laws and the additional terms and conditions found in the Company’s equity incentive plan and related plan documents.

In its discretion, the Company may impose a different vesting schedule for the Equity Awards if it determines that a different vesting schedule may be required or recommended to comply with local law or be advisable to take advantage of any special tax regime available in your country.

The Company can grant Equity Awards to you only if and as long as it is permitted and feasible under the laws of the country in which you reside or the laws to which you may be subject. If local laws make the Equity Awards grant illegal or impractical, the Company will let you know as soon as possible.

You should be aware that the Company, in its discretion, may change or end the operation of the Plan at any time. If the Company decides to change or terminate the Plan, you will not have any claims against the Company to receive Equity Awards or any other equivalent benefit. You acknowledge that the Company is not obligated to continue to grant Equity Awards or any other benefits to you even if you continue in the employ of the Company group. Furthermore, the Equity Awards grant and any shares acquired pursuant to the Equity Awards are an additional benefit that may be given to you by the Company and not by your employer and are therefore not part of your employment relationship and do not constitute part of your salary or other remuneration provided to you by your employer. This means that any gain you realize from the Equity Awards will not be included for purposes of computing any bonuses, payment during any notice period, payment in lieu of notice, severance pay, other termination compensation or indemnity (if any), other payments which form part of your employment remuneration, or any similar payments.

If Equity Awards are granted to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the Equity Awards and the shares received pursuant to the Equity Awards, including any employer obligations that the Company has determined may legally be transferred to you and regardless of any tax and social insurance contribution withholding and/or reporting obligation of the Company or your employer. You agree that if the Equity Awards are granted to you, your employer may report or withhold taxes as may be required under local law.



**We recommend that you seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any Equity Awards granted to you.**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**Further, you understand that, in order for the Company to administer the Equity Awards, the Company and your employer must collect, process and transfer certain personal data. By signing this letter, you hereby explicitly and unambiguously consent to the collection, processing and transfer of your personal data for these purposes and in administration of the Plan and including, but not limited to, as more particularly described in the attached Appendix.**

Finally, all disputes arising under or relating to the Equity Awards grant and/or the provisions of this letter shall be governed by and construed in accordance with the laws of the state of California, U.S.A. (but not including the choice of law rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the Equity Awards grant and/or the provisions of this letter, you and the Company hereby submit to and consent to the exclusive jurisdiction of the state of California, U.S.A. and agree that such litigation shall be conducted only in the courts of the state of California, or the federal courts for the United States located in the state of California, and no other courts.

By signing and returning this letter, you acknowledge and agree to all of the terms and conditions contained herein.

Sincerely,

ServiceNow, Inc.

A handwritten signature in black ink that reads "Paul Davies".

Paul Davies  
Senior Vice President, People Operations

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Jaisai Kuntala

\_\_\_\_\_  
Date



## APPENDIX

By signing the letter to which this appendix is attached, you are confirming your explicit consent to, acknowledgment and agreement of and agreement to the processing as referenced in the letter and the additional terms and conditions set forth in this appendix. Capitalized terms used in this appendix shall have the meaning ascribed to such terms in the letter.

**1** *The Company is located at 2225 Lawson Lane, Santa Clara, California 95054 U.S.A. and grants Equity Awards to employees of the Company and its subsidiaries and affiliates, at its sole discretion. If you are granted Equity Awards and would like to participate in the Plan, you should review the following information about the Company's data processing practices.*

**1.a** *Data Collection and Usage. The Company (as well as your employer and the Company's other affiliates and subsidiaries) collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares or directorships held in the Company, and details of all Equity Awards canceled, vested, or outstanding in his or her favor, which the Company receives from a participant or his or her employer. If the Company offers you a RSU Award under the Plan, then the Company will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. The Company relies upon your explicit consent by signing this letter, for the processing of your personal data in this manner and as otherwise set out below.*

**1.b** *Stock Plan Administration Service Providers. The Company transfers employee data amongst its' affiliates and subsidiaries and also to Fidelity Brokerage Services LLC or its affiliates ("Fidelity") an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share participant's data with another company that serves in a similar manner. By participating in the Plan and/or signing this letter, you give your consent to such transfer of data, or to such alternative third party service provider that the Company may select in the future. The Company's service provider will open an account for participants to receive and trade shares. If you are granted Equity Awards, you will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.*

**1.c** *International Data Transfers. The Company and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. By participating in the Plan and/or signing this letter, you give your consent to the transfer of your data to the United States, or to such other jurisdiction as may be necessary for the delivery of the Plan and administration thereof.*

**1.d** *Data Retention. If an Equity Award is granted to you, the Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with, or satisfy, any legal or regulatory obligations, including under tax and security laws. The Company may also keep data longer as*



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*part of your normal employee file and record, based on such retention policy as may be notified from time to time.*

1.e **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your career; you would merely forfeit the opportunities associated with the Plan.*

1.f **Data Subject Rights.** *You may have a number of rights under data privacy laws in your particular country. Depending on where you are based, your rights may include the right to (a) request access or copies of personal data the Company's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) lodge complaints with competent authorities in his or her country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact Stock Plan Administration.*

04<sup>th</sup> February, 2022

**Kalyan Reddy Gone,  
Hyderabad**

Dear **Kalyan Reddy Gone,**

On behalf of Head Digital Works India Private Limited., (the "Company"), I am pleased to extend to you an offer of employment for the position of "**Software Development Engineer – L1**". Your annual compensation (CTC) will be **Rs. 12,00,000 (Rs. Twelve Lakhs Only)**.

Your compensation will be structured as per prevailing tax and other governmental regulations, and a detailed breakup is attached. You will be eligible for 14 days of casual leave per year and 12 days of sick leave.

Please note that your employment is at will, which means that either you or the Company may terminate your employment at any time, with or without cause. The standard notice period is 90 days on either side.

You shall be on probation for a period of 3 months, from the date of commencement of your duties. After completion of probationary period, your employment will be confirmed in writing, subject to satisfactory performance.

As a condition of employment you are required to complete and properly execute the Employment Contract, Employee Confidentiality, Intellectual Property and Non-Compete Agreement with the company.

This employment offer is subject to verification of the particulars mentioned in your application. In case, these particulars are found to be false, your services would be liable to termination without any reason or notice at any time.

This offer of employment is assignable to other organizations or legal entities. In the event of such a decision by the management, your employment will transfer to the new organization, with existing terms and conditions.

We sincerely hope that you find the terms of this offer acceptable and look forward to working with you. We request that you indicate your acceptance by signing and returning the enclosed copy of this letter along with your projected starting date.

**For Head Digital Works India Pvt Ltd,**

**Deepak Gullapalli  
CEO**



**CTC Break Up Details**

<b>A.Monthly Emoluments</b>	<b>Monthly</b>	<b>Annual</b>
Monthly Emoluments		
Basic	49,100	5,89,200
House Rent Allowance	19,640	2,35,680
Special Allowance	25,368	3,04,420
Leave Travel Allowance	4,092	49,100
<b>Gross Salary</b>	<b>98,200</b>	<b>11,78,400</b>
Employer Contribution of PF	<b>1,800</b>	<b>21,600</b>
<b>CTC</b>	<b>1,00,000</b>	<b>12,00,000</b>

**For Head Digital Works India Pvt Ltd**

**Deepak Gullapalli**  
**CEO**

ACKNOWLEDGEMENT

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I accept your offer of employment and will report on \_\_\_\_\_

**Kalyan Reddy Gone** \_\_\_\_\_



## Letter of Intent

January 14, 2022  
kalyan Talla  
Chaitanya Bharathi Institute of Technology, Hyderabad

Dear kalyan Talla,

We are pleased to inform you that you have been provisionally short-listed for employment as "**Premier Software Engineer Trainee**".

During the training period you will be entitled for a stipend of Rs.25000/- pm for the period of 3 months and on successful completion of your training you will be paid a salary of Rs.6.00 Lac per annum.

You are required to sign a service agreement for a period of 2 years before the start of training programme.

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Before joining Hexaware and commencement of your training program, you will undergo the Early Intervention Program (EIP) to be conducted by Hexavarsity, our Corporate University.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to [campusconnect@hexaware.com](mailto:campusconnect@hexaware.com) confirming your interest in joining Hexaware.

Yours faithfully,

For **HEXAWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur  
Vice President, Recruitment-India & APAC



**HEXAWARE TECHNOLOGIES LTD.**

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape,  
Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500  
{CIN} : L72900MH1992PLC069662 URL: [www.hexaware.com](http://www.hexaware.com)

22<sup>nd</sup> June 2022

**Nikhil Ranga,  
CBIT**

**Subject:** Offer of Employment

Dear Nikhil,

**Congratulations!**

This is with reference to your application and the subsequent interviews you had with us. We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the "Company"), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

- |   |                                       |  |
|---|---------------------------------------|--|
| 1 | <b>Career level</b>                   | CL 2 (I)   |
| 2 | <b>Global title</b>                   | Professional (I)   |
| 3 | <b>Business title</b>                 | Engineer   |
| 4 | <b>Date of Joining</b>                | 5 <sup>th</sup> July 2022 (subject to change as per written communication from Company as per Company policy)                        |
| 5 | <b>Joining &amp; Posting location</b> | SAMSUNG INDIA ELECTRONICS PVT. LTD,<br>1st to 9th Floor, Tower 11, IT/ITES SEZ,<br>CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, |

**Remuneration:**

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1<sup>st</sup> March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company's Human Resource Department for any clarification, incase required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

**Probation Period and Confirmation as a Permanent Employee:**

You would be placed on a probation period of six months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You are required to clear Company's Software Competency Test - Advanced level during your probation period. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

**Termination of Employment:**

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month's advance written notice or payment of one month's basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

**Transfer:**

While this offer is being made for Mobile Research & Development Centre of the Company located at Candor Techspace, Plot No, 20/21, Tower 11, Sector – 135, Noida 201304, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

**False / Misleading Information and Background Verification / Reference Check:**

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

**Submission of Documents**

You are required to submit the documents listed in Annexure 1 (Part B) at the time of joining.

This offer is contingent on you maintaining 70% or 7.0 CGPA and above in your final degree, if your Percentage or CGPA drops below, this offer stands cancelled.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**

**Director – Human Resource**

## ANNEXURE I

### (A) Compensation Details

	Salary Components	INR Monthly	INR Annual
<b>Basic Salary</b>	Basic	31428	377140
<b>Allowances</b>	HRA	15714	188570
	Conveyance	1600	19200
	Special Allowance	20677	248122
	Supplementary Allowance	7857	94286
<b>Benefits</b>	LTA	2619	31428
	Medical	1250	15000
<b>Retirals</b>	Provident Fund	3771	45257
	Gratuity	1512	18140
	<b>TOTAL SALARY</b>	<b>86428</b>	<b>1037143</b>
<b>*Bonus</b>	<b>Festival Bonus</b> (Oct-Nov)	200% of Basic pay	62857
	<b>TOTAL COST PA</b>		<b>1100000</b>
<b>**Joining Bonus</b>			100000
	<b>Total CTC</b>		<b>1200000</b>
<b>***Retention Bonus</b>	<b>First Year:</b> 2 Equal instalments on completion of 6 & 12 months		100000
	<b>Second Year:</b> 2 Equal instalments on completion of 18 & 24 months		100000
	<b>Third Year:</b> On completion of 30 months from date of joining		50000
<b>Comm. Allowance</b>	@ INR1000/- per month shall be payable		12000
<b>Other Benefits</b>	Group Mediciclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
<p><b>*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.</b></p>			
<p><b>**Joining Bonus shall be paid after three months of joining. This amount is subject to recovery in case the employee separates from the organization within 01 year of joining</b></p>			
<p><b>*** Retention bonus:</b> Please note that in the event of your separation from the company for any reason whatsoever, any Retention Bonus paid in the preceding 12 months would be recovered. For this purpose, the date when the bonus was actually paid will be taken into account.</p>			
<p><b>All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.</b></p>			

**Note:**


1. Only the employees who are on active payroll of the company are eligible for bonus.
2. LTA can be claimed as re-imbusement against actual bills and can be claimed as per eligibility under company policy (against actual bills).

**(B) List of documents to be submitted****You are required to submit the following at the time of joining:**

- Four passport size photographs
- Education certificates (High School Onwards)
  - Degree certificates and final year mark sheets are mandatory
  - Self-attested photostat copies for submission & original documents for verification
  - In case, the final year mark sheet/degree is awaited from Institution/University, kindly submit the provisional degree certificate & share a self-declaration stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (X<sup>th</sup> Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence/ID Proof  
(Only Following documents will be considered as proof of Address and ID):
  - Voter ID card
  - Driving License
  - Ration Card

**NOTE:** *The final appointment letter shall be issued upon your joining of duties and satisfactory completion of all joining formalities & documentation.*

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**  
**Director – Human Resource**

03/29/2022



Praneeth Kadampally

Dear Praneeth,

## Contract of Employment

Visa Consolidated Support Services (India) Private Limited – Tech Unit (“Visa”) is pleased to offer you employment on the terms and conditions set out below.

After your discussion with Visa’s appointed consultants, the finalized breakdown of your cost-to-company (“CTC”) will be presented in a separate attachment called “CTC Structure”, which will then supplement and form part of the agreement constituted by your acceptance of the aforesaid terms and conditions (“Agreement”). Please refer to schedule B for further details.

The terms of the Agreement, including your CTC, are strictly confidential and you shall not divulge the same to any other employee except where required by Visa.

## Commencement Date

06/27/2022

## Position

New Grad - Software Engineer

## Reporting to

Sanjay Talukdar

## Working for

Visa

## Training

Upon commencing employment, you will be required to undergo certain internal training programs. These programs will consist of classroom training, online courses, or a combination of both. The duration of the training is based on business requirements. After successful completion of the training, you will begin working at the Bagmane Technology Development Centre.

## Place of Work

You will be based in Visa’s offices in Bangalore, India, but Visa may require you to work at alternative locations according to business requirements for the performance of your duties.

## Reference

Your employment with Visa is subject to our obtaining of satisfactory references for which we will be engaging our pre-employment screening agent to conduct background checks. Your retention with Visa will be subject to your continued medical fitness.

You shall be responsible to update Visa on inter alia; any change in status with regard to your marital status, address, telephone number or achievement of additional / professional qualifications and you may be required to furnish relevant documentary evidence, wherever applicable, in support of such changes.

## Duties

Given the fluid nature of the environment and consequent business needs, your designation, position and duties may be changed at Visa’s discretion. Visa may also transfer you to any other company by virtue of any corporate restructuring, merger or takeover, etc. by / of Visa. You shall report to such

### Registered Office:

Visa Consolidated Support Services India Private Limited  
C-70, 1702 A Wing, The Capital, G Block, Bandra Kurla Complex,  
Mumbai 400051

Office: 022 66884100 | Fax 022 67258211

CIN: U32109MH1999PTC207960

[www.visa.co.in](http://www.visa.co.in)

### SEZ Unit:

Bagmane WTC, 4th Floor, Aquamarine  
KR Puram - Marathahalli ORR

Bangalore: 560 048

Office: 080 67508000 | Fax 080 67508010



person(s) as may be designated by Visa from time to time and will be subject to supervision as per the policies and discretion of Visa.

### Hours of Work

You are required to work such hours and at such times as are necessary to efficiently and effectively carry out your job role as defined by Visa. Your working hours include the hours from 9.00 a.m. to 6.00 p.m. (subject to a lunch break of one (1) hour), Monday to Friday in each week.

### Annual Salary

Your annual salary is INR 1,300,000.00. This amount will be allocated in a form most useful to you after your discussion with our appointed payroll consultants. This amount is payable over a twelve (12) month period.

Your monthly salary will be paid on the last business day of each month. The payment of your salary is subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.

### Annual Incentive

In addition, you will be eligible to participate in the Visa Incentive Plan (VIP), for the current fiscal year, as long as you commence employment on or before July 1. If you commence employment after July 1, you will be eligible to participate in the VIP the following fiscal year. Your bonus target under the Plan is 10% of your base salary. Your actual payout can vary between 0% and 200% of your bonus target, with a maximum bonus opportunity up to 20% of your salary based upon your and Visa's performance, subject to the terms and conditions of the Plan. Visa's fiscal year begins on October 1, and any bonus for which you are eligible under the Plan will be based on your salary at the end of the fiscal year, prorated to reflect the portion of the year you were eligible, and will be paid by mid-December. We will provide you with additional information about the Plan following the commencement of your employment. (Please note that the VIP terms mentioned here are intended to be a summary and the Plan document governs your participation in the VIP Plan).

### Long Term Incentive Plan

You will be eligible to participate in the Long Term Incentive Plan (LTIP), for the current fiscal year, as long as you commence employment on or before July 1. Your actual participation and long-term award value is discretionary and will be determined by management at the conclusion of each fiscal year based upon your performance and the guidelines for the program. Any equity awarded to you will be granted in the form of stock options and/or restricted stock units and will be subject to the terms and conditions of the applicable plan and award agreements, including vesting requirements, as approved by the Compensation Committee of the Visa Inc. board of directors.

### Equity

You will also receive a one-time equity award with an award value of USD 10,000 subject to approval by our Stock Committee or Compensation Committee (as applicable). The vesting schedule for this award will be as follows (assuming your continued employment by Visa through such dates):

Percentage of Award	Schedule
20%	12 Months after the grant date
20%	2 years after the grant date
60%	3 years after the grant date

#### Registered Office:

Visa Consolidated Support Services India Private Limited  
C-70, 1702 A Wing, The Capital, G Block, Bandra Kurla Complex,  
Mumbai 400051

Office: 022 66884100 | Fax 022 67258211

CIN: U32109MH1999PTC207960

[www.visa.co.in](http://www.visa.co.in)

#### SEZ Unit:

Bagmane WTC, 4th Floor, Aquamarine  
KR Puram - Marathahalli ORR

Bangalore: 560 048

Office: 080 67508000 | Fax 080 67508010





Restricted stock/units awards are subject to the terms and conditions of the Visa, Inc. 2007 Equity Incentive Compensation Plan and the individual award agreement corresponding to the award. Awards are converted into restricted stock/units on the grant date with the provision that the employment commences prior to the applicable monthly grant date so as to ensure inclusion for final approval.

### Relocation

We are planning for this position to be based out of Bangalore office, however, based on the global pandemic most employees are working remotely at this time. If applicable, when you are required to return to our physical office environment, we will provide you with a relocation package as described in the attached relocation packet.

### Probationary Period

You are required to serve a probationary period of six (6) months starting from your date of joining. The probationary period may be reduced or extended at Visa's discretion and in accordance with the law. If this happens, you will be notified of the change. At the conclusion of your probationary period, if your performance is satisfactory, your employment continues on the same terms and will be confirmed in writing.

### Termination

This Agreement may be terminated by you or by Visa upon giving 1 month written notice or by paying salary in lieu of notice. During your probation period, your employment with Visa may be terminated by either party in the following manner:

- During the first three (3) months of the probationary period, by giving twenty four (24) hours' written notice or paying salary in lieu of notice; or
- After completion of three (3) months of the probationary period, by giving fourteen (14) days' written notice or paying salary in lieu of notice.

Visa reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during the period of notice (whether given by you or Visa). However, in such case, Visa will continue to pay your salary whilst you remain employed by Visa. Visa reserves the right to determine whether or not the contractual benefits are to be granted in such case and the same shall be at the sole discretion of Visa.

Visa may terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of Visa for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:

(a) if you:

- are guilty of dishonesty or serious or persistent misconduct;
- without reasonable cause, neglect or refuse to attend to your duties; over a period of not less than six (6) months fail to perform your duties to the standard required by Visa and discussed with you;
- fail to perform any of your obligations under this Agreement;
- fail to observe Visa's disciplinary rules or any other regulations of Visa from time to time in force;

(b) if you are incapacitated by illness or otherwise unable to perform your duties for a period totalling in aggregate six (6) months in any period of twelve (12) consecutive calendar months; or

(c) if you become bankrupt or have a receiving order made against you or make any general composition with your creditors,

In the event your employment is terminated for the reasons as enumerated in (a) to (c) above, no remuneration or compensation or contractual benefits shall be payable beyond the time of such dismissal. Further, Visa reserves the right to deduct any outstanding sums from the monies owed to you at the time of your termination.



Upon the expiry or termination of your employment for any reason, you must, upon Visa's request, resign without claims for compensation from all positions and offices held by you in Visa or in connection with your employment by Visa. If you fail to do so, Visa is hereby irrevocably authorized to appoint a person in your name and on your behalf to execute any documents and to do all things reasonably necessary or desirable to achieve the same effect.

Upon ceasing to be employed by Visa, you must deliver to Visa all materials provided to you by Visa or materials created by you during your employment with Visa. Such materials include preliminary and final drawings, reports, notes, records, manuals, documents, designs, computer disks, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature. If requested by Visa, you must certify that you do not retain any such materials.

### **Expenses**

Visa will reimburse you in respect of reasonable expenses you incur while you are engaged in Visa's business. You must comply with Visa's rules and procedures for expenses to ensure you can claim reimbursement.

### **Public Holidays**

You are entitled to public holidays as scheduled for the India offices only.

### **Annual Leave and Sick/Casual Leave**

You are entitled to 21 days of annual paid leave (in addition to India's statutory holidays) and 15 days of sick/casual leaves per year.

During the probationary period of six (6) months, you shall be entitled to leave with pay for five (5) days for every sixty (60) days of work.

Annual leave will be given and taken as agreed with Visa and in the absence of agreement, as directed by Visa. You are requested to submit your leave application form at least seven (7) days in advance to the concerned authority.

Accumulation of annual leave must not exceed forty-five (45) days at any one time. Any leave in excess of forty-five (45) days shall be forfeited.

### **Medical Reimbursement as part of your annual salary**

You will be reimbursed for the costs you incur for medical treatment for you and your immediate family. Reimbursements will be made on a monthly basis, based on actual expenses claimed. The amount forms part of your annual salary and will be reflected in the CTC Structure.

### **Benefits**

Visa operates an employee benefits program. The terms and conditions of the company benefit program can be obtained from the Human Resources department. Your coverage is subject to any medical tests and underwriting required by the company's insurer(s) and their subsequent acceptance of your application.

### **Provident Fund (PF) Contributions**

Visa will make its Provident Fund contributions in accordance with the Visa Plan, as amended from time to time. Your contributions towards Provident Fund will be deducted from your salary accordingly to Visa Plan as amended from time to time.

### **Gratuity**

You will be eligible for gratuity after completion of continuous service of five (5) years, according to the Payment of Gratuity Act, 1972. The said Act enforces the payment of gratuity, a reward for long service, as a statutory retiral benefit. Notwithstanding the above,

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Mumbai 400051

Office: 022 66884100 | Fax 022 67258211

CIN: U32109MH1999PTC207960

[www.visa.co.in](http://www.visa.co.in)

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Bangalore: 560 048

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(a) in case your services have been terminated for any act, willful omission or negligence causing any damage or loss to, or destruction of, property belonging to Visa, your gratuity shall be forfeited to the extent of the damage or loss so caused;

(b) gratuity payable to you may be wholly or partially forfeited

(i) if your services have been terminated on account of your riotous or disorderly conduct or any other act of violence on your part, or

(ii) if your services have been terminated for any act which constitutes an offence involving moral turpitude, provided that such offence is committed by you in the course of your employment.

### **Taxes**

You will be responsible for the filing and payment of your taxes in accordance with your tax obligations, worldwide.

### **Conduct & Discipline**

You must perform such duties as may from time to time be assigned to you. You must also comply with all reasonable directions made by Visa.

During your employment, you must well and faithfully serve Visa and use your utmost endeavours to promote its interests, and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.

You must not, during the continuation of your employment, engage in any other employment or business activity, in the absence of prior written approval from Visa (which may be withheld by Visa at its sole discretion).

You must not enter into any pecuniary obligation, which would render you financially embarrassed.

You must not undertake or cause any action or deed which might in any way adversely affect Visa's reputation or good standing, or those of its products or services.

### **Visa Regulations and Policies**

During your employment with Visa, you must observe and comply with all of the rules, regulations and directives of Visa as may from time to time be made or given. Visa has the right to alter and amend its rules and regulations as well as any of the terms of your employment. Any alteration or amendment will become fully effective and a binding term of your employment as soon as Visa tells you about it.

You are bound by and must comply with the following as amended or replaced from time to time:

- Business Conduct Policy;
- Insider Trading & Conflict of Interest Policy;
- Visa India Human Resources and Administration Manual; and
- Other applicable policies.

### **Vaccine Policy**

As a condition of employment, you agree to comply with our COVID-19 vaccination policy. All employees based in India are required to be fully vaccinated for COVID-19, unless a reasonable accommodation is approved or as otherwise required by law. Absent a reasonable accommodation or legal exception, you agree to provide proof of your vaccination status and to be fully vaccinated by your first day of employment, in accordance with our policy. Failure to meet these requirements may lead to rescission of this offer and/or termination of employment.

### **Confidentiality**

As an employee of Visa, you have and will have access to a wide range of confidential information that is valuable to Visa, and its Members, affiliates, consultants, licensees, partners and vendors (collectively, the

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“Related Parties”). “Confidential Information” includes any information that is known to Visa and not generally known by or available to third parties other than Related Parties. Examples of Confidential Information include inventions, trade secrets, unpublished original works of authorship, technical data, knowledge or know-how, marketing information, business strategy, promotional plans, company financial information, customer lists, account information, and information regarding the business or finances of Related Parties and/or cardholders.

You must not, during your employment with Visa, use the Confidential Information for any purpose whatsoever other than the performance of your responsibilities as an employee of Visa. You must not disclose or cause or allow to be disclosed Confidential Information to any unauthorized third party. You must take reasonable precautions to prevent unauthorized disclosure of Confidential Information. If Visa authorizes you to disclose Confidential Information to a third party, you must do so only after ensuring that the third party is bound by appropriate non-disclosure obligations. Your unauthorized disclosure of Confidential Information could lead to termination of your employment with Visa, as well as other employment and/or legal action.

You agree to keep confidential all information disclosed in confidence by a third party to Visa, and you must only use such information to carry out work based on Visa’s agreement with that third party. You must not use on behalf of Visa, disclose to Visa, or induce Visa to use any information belonging to any of your former employers. You confirm that Visa has not asked or encouraged you to disclose information belonging to any former employer.

Upon the end of your employment with Visa, or upon Visa’s earlier request, you must deliver to Visa all Confidential Information and all Visa Property that you may have in your possession or control, including any and all copies thereof. “Visa Property” includes, but is not limited to, computers, equipment and other devices, records, files, notes, reports, memoranda, proposals, lists, correspondence, specifications, drawings, and other documents or tangible property, originals or copies. In the event of damage or loss to Visa Property, you shall be liable for the same and Visa reserves its right to deduct the cost of such articles from your compensation or take such other action as it may deem proper.

These obligations apply during and after your employment.

## Intellectual Property

### ***Employment Intellectual Property***

You recognize that during your employment with Visa you may, solely or jointly with others, create, conceive, develop, or reduce to practice inventions, trade secrets, original works of authorship, discoveries, concepts, ideas, improvements, processes, know-how, methods, formulas, designs, trademarks, service marks, trade dress, domain names, and/or other ideas, matters or things that are protectable under principles of law applicable to intellectual property (for example, laws protecting copyrights, patents, trademarks, trade names, trade dress, trade secrets and rights of privacy and publicity). All such creations and developments are referred to collectively as “Employment Intellectual Property.”

You assign all your right, title, and interest in and to all Employment Intellectual Property to Visa. You waive and quitclaim to Visa any and all claims that you now or may in the future have for infringement or other wrongful use of any rights in all such Employment Intellectual Property. In addition, you agree that any Employment Intellectual Property that you create on or after your first day of employment with Visa that constitutes copyrightable subject matter is the sole property of Visa.

### **Non-Assigned Inventions**

You understand and Visa acknowledges that you have not assigned, and are not obligated to assign, to Visa anything you create (an “Invention”) that meets all of the following criteria: (1) the Invention was developed entirely on your own time; (2) none of Visa’s equipment, supplies, facilities, and/or trade secrets were used to develop the Invention; (3) at the time the Invention was conceived or was reduced to practice,

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the Invention did not relate to Visa's business or to Visa's actual or demonstrably anticipated research or development; and (4) the Invention did not result from any work that you performed for Visa. (Inventions meeting all the above criteria are referred to collectively as "Non-Assigned Inventions").

You must complete, and at the request of Visa anytime during the course of your employment, you must update the attached Schedule A form identifying any and all Non-Assigned Inventions in which you have an ownership interest. If you leave Schedule A blank or do not return it to Visa that means you represent that you do not have any ownership interest in any Non-Assigned Inventions.

You agree that if in the course of doing your job as an employee of Visa, you incorporate any Non-Assigned Invention into any Employment Intellectual Property, you grant Visa an irrevocable, perpetual, non-exclusive, worldwide license to use, make, sell, offer to sell, practice, distribute, copy, display, publicly perform, adapt, sub-license, and otherwise exploit the Non-Assigned Invention and any patent or copyright that may be obtained for the Non-Assigned Invention as part of or in connection with any Employment Intellectual Property.

You understand that Visa agrees not to disclose, without your consent, any confidential information that you provide to Visa relating to any Non-Assigned Invention.

### **Internet Domain Names**

You have listed in Schedule A each Internet domain name that is registered in your name, or in the name of any person or entity that you own or control, as of the date of this Agreement. You agree that you will not, during the term of your employment with Visa, register in your own name, or participate in the registration in the name of any person or entity that you own or control, any domain name that: (1) consists, in whole or in part, of any trade name, trademark, service mark or product name owned or used by Visa or Related Party, or (2) is likely to be confusingly similar to any such name or mark, or (3) contains the name of any director or officer of Visa or Related Party.

### **Assistance in Protecting Intellectual Property**

You agree to assist Visa and any of its designees to obtain, secure, maintain, register, perfect, extend, defend, enforce and otherwise protect Visa's or any related entity's rights in all its Intellectual Property in any and all countries. Such assistance will include, as requested and for example, disclosing to Visa all information you have about its Intellectual Property; executing applications, specifications, oaths, assignments and all other instruments that Visa deems necessary in order to protect such rights and/or in order to assign and convey to Visa, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Intellectual Property; and maintaining inventor notebooks and otherwise keeping complete and accurate records for the benefit of Visa for all Employment Intellectual Property that you create, conceive, develop, discover or reduce to practice, solely or in collaboration with others, while employed by Visa. Your obligation to assist Visa in these ways will continue after your employment ends with Visa, in which case you understand that you may be compensated at Visa's discretion at a reasonable rate for time spent on such assistance. If Visa is unable, because of your unavailability, mental or physical incapacity, or for any other reason, to secure your signature to apply for or to pursue any application or assignment for any patent, copyright, trademark or domain name registration anywhere in the world covering any of the Intellectual Property that you assigned to Visa above, then you hereby irrevocably designate and appoint Visa and its duly authorized officers and agents as your agent and attorney-in-fact, to act on your behalf to execute and file any such application or assignment and to do all other lawfully permitted acts to further the registration, issuance or assignment of patents, copyrights, trademarks and domain names with the same legal force and effect as if executed by you.

### **Conflicting Employee Obligations**

You represent that you are not a party to any written or oral employment agreement, non-competition agreement, or other contract that: (1) prohibits your employment with Visa; (2) conflicts with any part of this Agreement or precludes you from complying with any part of this Agreement; (3) conflicts with your

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obligations to use your best efforts to promote Visa's interests; or (4) conflicts with the business conducted and/or proposed to be conducted by Visa.

You agree not to enter into any agreement, written or oral, with anyone that conflicts with any part of this Agreement. You agree to indemnify, defend, and hold Visa harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of your breach of any obligations under this Agreement.

You recognize that Visa expends substantial time, effort, and expense to recruit, hire and train its employees, and that recruitment of Visa employees by former employees of Visa will unfairly disrupt Visa's workforce. For a period of eighteen (18) months immediately following the termination of your employment with Visa, you must not solicit or recruit any employee of Visa to terminate his or her employment by Visa.

**Governing Laws**

This Agreement is governed by and construed in accordance with the laws of India.

To accept this offer, please sign and date this letter in the space provided below within 2 days of this letter, failing which this offer will lapse.

I look forward to you joining the team.

Sincerely,

Pawan Setty  
Vice President, Global Human Resources

I, Praneeth Kadampally, acknowledge and agree with the above terms and conditions of my employment with Visa Consolidated Support Services (I) Pvt Ltd.

DocuSigned by:  
Accepted: Praneeth Kadampally  
Praneeth Kadampally

Date: March 29, 2022



## SCHEDULE A

### Non-Assigned Inventions and Other Intellectual Property Not Assigned to Visa

The following is a complete list of all patents, copyrights, trade secrets, trademarks, Internet domain names and other proprietary information in which I currently have an ownership interest:

(If you do not have any, please enter "not applicable".)

- not applicable

DocuSigned by:  
Accepted: Praneeth Kadampally  
Praneeth Kadampally

Date: March 29, 2022

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]



## SCHEDULE B

Annual Salary*	INR 1,300,000.00
PF Contribution (Company Contribution)**	INR 78,000.00
Gratuity**	INR 31,200.00
On-Target VIP (Bonus)**	INR 130,000.00
<b>Total Target Compensation</b>	<b>INR 1,539,200.00</b>

\* Annual salary is broken into following items:

- a) Basic Pay - 50% of annual salary
- b) House Rent Allowance - 25% of annual salary
- c) Medical Reimbursement - Up to INR 15,000 per annum
- d) Car Running & Maintenance Reimbursement - Up to INR 3,300 per month.
- e) Internet & Telephone Reimbursement - Up to INR 1,200 per month
- f) Leave Travel Allowance - Up to INR 75,000 per annum
- g) Special Allowance - Residual value after deducting a sum of "a" to "f" from annual salary.

\*\* These are estimates. Actual contribution would be in accordance with the rules applicable

### **Internet Allowance**

Reimbursement of up to INR 1,200 per month towards the cost of one home Internet connection is allowed. To be eligible for reimbursement, the connection has to be in your name.

### **Car Allowance**

Reimbursement of up to INR 3,300 towards the cost of running & maintenance of employee owned car which is being used, partly for private purposes and partly for official purposes (including commuting to & from office and home). To be eligible for reimbursement, the car has to be in employee's name.

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## RELOCATION EXPENSE AGREEMENT

I, Praneeth Kadampally, understand that Visa, as part of its offer of employment/transfer, has agreed to pay reasonable travel and relocation expenses subject to the conditions set forth in Visa's relocation policy.

In consideration of this payment, I hereby agree that I will reimburse Visa according to the formula below, if within one year of transfer, any of the following occur: I voluntarily terminate my employment, I am terminated involuntarily for cause as determined by applicable law and/or my employment agreement. For purposes of this Agreement, "Cause" shall mean any of the following:

1. failure to materially comply with any lawful instruction of the Company or any Company policy;
2. acts of dishonesty, incompetence, willful misconduct, habitual unexcused absence from work, failure to perform duties or otherwise meet the Company's performance expectations and/or standards;
3. to the extent permitted by applicable law, the commission of any act which constitutes a conflict of interest with the Company, or a breach of fiduciary duty owed by the Employee to the Company;
4. to the extent permitted by applicable law, any criminal conviction (other than for minor traffic violations or similar offenses), whether or not the alleged act that led to such conviction was committed in the course of performing duties for the Company.

$(12 \text{ minus the \# of months worked}) \times (\text{total expenses}^* \text{ divided by } 12) = \text{amount of reimbursement to Visa.}$

I further authorize Visa to deduct this amount from my salary payments or other moneys due me prior to or at the date of termination. Should these salary payments or other moneys be insufficient to reimburse Visa fully, I agree to pay the difference within fifteen (15) calendar days of my final day of employment with Visa.

DocuSigned by:  
Signature: Praneeth Kadampally  
Praneeth Kadampally

Date: March 29, 2022

22<sup>nd</sup> June 2022**Rajendar Meti,  
CBIT****Subject:** Offer of Employment

Dear Rajendar,

**Congratulations!**

This is with reference to your application and the subsequent interviews you had with us. We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the "Company"), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

- |   |                                       |  |
|---|---------------------------------------|--|
| 1 | <b>Career level</b>                   | CL 2 (I)   |
| 2 | <b>Global title</b>                   | Professional (I)   |
| 3 | <b>Business title</b>                 | Engineer   |
| 4 | <b>Date of Joining</b>                | 5 <sup>th</sup> July 2022 (subject to change as per written communication from Company as per Company policy)                        |
| 5 | <b>Joining &amp; Posting location</b> | SAMSUNG INDIA ELECTRONICS PVT. LTD,<br>1st to 9th Floor, Tower 11, IT/ITES SEZ,<br>CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, |

**Remuneration:**

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1<sup>st</sup> March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company's Human Resource Department for any clarification, incase required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

**Probation Period and Confirmation as a Permanent Employee:**

You would be placed on a probation period of six months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You are required to clear Company's Software Competency Test - Advanced level during your probation period. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

**Termination of Employment:**

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month's advance written notice or payment of one month's basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

**Transfer:**

While this offer is being made for Mobile Research & Development Centre of the Company located at Candor Techspace, Plot No, 20/21, Tower 11, Sector – 135, Noida 201304, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

**False / Misleading Information and Background Verification / Reference Check:**

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

**Submission of Documents**

You are required to submit the documents listed in Annexure 1 (Part B) at the time of joining.

This offer is contingent on you maintaining 70% or 7.0 CGPA and above in your final degree, if your Percentage or CGPA drops below, this offer stands cancelled.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**  
**Director – Human Resource**

## ANNEXURE I

### (A) Compensation Details

	Salary Components	INR Monthly	INR Annual
<b>Basic Salary</b>	Basic	31428	377140
<b>Allowances</b>	HRA	15714	188570
	Conveyance	1600	19200
	Special Allowance	20677	248122
	Supplementary Allowance	7857	94286
<b>Benefits</b>	LTA	2619	31428
	Medical	1250	15000
<b>Retirals</b>	Provident Fund	3771	45257
	Gratuity	1512	18140
	<b>TOTAL SALARY</b>	<b>86428</b>	<b>1037143</b>
<b>*Bonus</b>	<b>Festival Bonus</b> (Oct-Nov)	200% of Basic pay	62857
	<b>TOTAL COST PA</b>		<b>1100000</b>
<b>**Joining Bonus</b>			100000
	<b>Total CTC</b>		<b>1200000</b>
<b>***Retention Bonus</b>	<b>First Year:</b> 2 Equal instalments on completion of 6 & 12 months		100000
	<b>Second Year:</b> 2 Equal instalments on completion of 18 & 24 months		100000
	<b>Third Year:</b> On completion of 30 months from date of joining		50000
<b>Comm. Allowance</b>	@ INR1000/- per month shall be payable		12000
<b>Other Benefits</b>	Group Mediciam - (family floater)		320000
	Group Accident Insurance for Employee		550000
<p><b>*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.</b></p>			
<p><b>**Joining Bonus shall be paid after three months of joining. This amount is subject to recovery in case the employee separates from the organization within 01 year of joining</b></p>			
<p><b>*** Retention bonus:</b> Please note that in the event of your separation from the company for any reason whatsoever, any Retention Bonus paid in the preceding 12 months would be recovered. For this purpose, the date when the bonus was actually paid will be taken into account.</p>			
<p><b>All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.</b></p>			

**Note:**

1. Only the employees who are on active payroll of the company are eligible for bonus.
2. LTA can be claimed as re-imbusement against actual bills and can be claimed as per eligibility under company policy (against actual bills).

**(B) List of documents to be submitted****You are required to submit the following at the time of joining:**

- Four passport size photographs
- Education certificates (High School Onwards)
  - Degree certificates and final year mark sheets are mandatory
  - Self-attested photostat copies for submission & original documents for verification
  - In case, the final year mark sheet/degree is awaited from Institution/University, kindly submit the provisional degree certificate & share a self-declaration stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (X<sup>th</sup> Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence/ID Proof  
(Only Following documents will be considered as proof of Address and ID):
  - Voter ID card
  - Driving License
  - Ration Card

**NOTE:** *The final appointment letter shall be issued upon your joining of duties and satisfactory completion of all joining formalities & documentation.*

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**  
**Director – Human Resource**



## **Amendment to Appointment Letter**

### **WELCOME TO WIPRO**

April 29, 2022

Dear Rajesh Begari,

This Amendment is pursuant to your Appointment Letter from Wipro Limited ("Wipro"). The purpose of this letter is to amend two sections ("Appointment Details") and ("Notice Period & Termination") of your current Appointment Letter by removing the probation period.

**"Appointment Details"** will be replaced with the following:

#### **"Appointment Details:**

- a. *The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.*
- b. *The retirement age is 58 years.*
- c. *You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.*
- d. *We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.*
- e. *This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.*
- f. *The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining."*

**"Notice Period & Termination"** will be replaced with the following:

#### **"Notice Period & Termination:**

*Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.*

*On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items."*

1. **No Further Modification.** Except as expressly modified herein, all other terms and conditions of the Appointment Letter shall remain in full force and effect. This Amendment is fully integrated into the Appointment Letter.

2. **No Waiver.** Nothing in this Amendment shall be construed as a waiver of any breach, covenant, right or remedy of the Parties.
3. **Counterparts.** This Amendment may be executed in any number of counterparts in original or facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
4. **Precedence.** This Amendment shall constitute a part of and shall be read together with the Appointment Letter and shall run concurrently and be co-terminus and co-extensive with Appointment Letter. However, this Amendment shall prevail in the event of any inconsistency between any terms and conditions to this Amendment and the Appointment Letter.

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

Accept

**Signature Rajesh Begari 29/4/2022 9:49 AM**

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011  
Doddakannelli F :+91 (80) 2844 0054  
Sarjapur Road E :info@wipro.com  
Bengaluru 560 035 W :wipro.com  
India C :L32102KA1945PLC020800

22850213

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## PRIVATE AND CONFIDENTIAL

February 19, 2022

Sai Charan Reddy Pakkiriigari

H.No : 17-1-388/63/1, street no 7, laxmi nagar colony  
saidabad, Hyderabad - 500059.

Dear Sai,

## LETTER OF APPOINTMENT

We are pleased to offer you employment with DBS Asia Hub 2 Private Ltd ("Company"), subject to satisfactory references, on the terms and conditions set out in this letter and in Appendices I and II to this letter which together constitute your contract of employment with DBS ("Letter of Appointment").

### Position

Your appointment will be SNROFFCR, Specialist, Application Developer, Corporate Banking (BR0005), with the corporate rank of Senior Officer in Consumer banking and core Engines of Company at India>Telangana>Hyderabad. Your role and responsibilities may from time to time extend to cover other entities within the DBS Group ("Group") which may be situated at any location where the Company has or may in future commence operation. As we continue to make our mark in Asia, we look forward to having you on board to seize the opportunities offered by a growing Asia.

### TOTAL COMPENSATION

You will receive a total compensation comprising an Annual Guaranteed Cash (Basic Salary and Other Allowances), Variable Bonus and Benefits.

(a) Your commencing Annual Guaranteed Cash (Basic Salary and Other Allowances) is Rs. 850,000 - only.

Refer "**Annexure A**" for a detailed breakup of your Cost to Company (Basic Salary, Other Allowances and Retirals)..

### (b) Variable Bonus

You will be eligible for a Variable Bonus provided you are not serving your notice period consequent to your resignation/termination of your employment by the Company as on the payment date. The amount will be determined by the Company at its sole discretion taking into account your performance, the performance of the Company and the operating unit you are deputed to, as well as other factors that may be determined by the Company. The Company's decision in this regard will be final and binding and shall not be called in question.

The Variable Bonus may include:-

- (i) cash; and/or
- (ii) long-term incentives
- (iii) quarterly performance bonus for sales staff (Where Applicable instead of Variable Bonus)

Provided that such performance bonus shall be dependent upon your performance.

### Benefits

You will enjoy a host of benefits which covers various types of leave including annual leave, medical leave and insurance. Details of these key benefits are set out in Appendix I enclosed. All schemes on staff benefits, allowances, bonuses and incentives are granted at the Company's sole discretion. The Company may review and modify these schemes from time to time and this may result in changes in or withdrawal of the schemes, upon notification by the Company.

### Probation

Your probationary service period is 3 months starting from (and including) the date on which you commence your employment with the Company. Confirmation of your appointment is subject to satisfactory work performance and conduct during the probationary service period. Unless you are notified otherwise, your appointment will be confirmed automatically.

### Resignation and Notice Period

On confirmation of your appointment with the Company, you will continue to be employed by us until either you or we terminate your employment by giving notice period as applicable enumerated in the table below, however, it will be at Company's discretion. We may, in lieu of notice, also terminate your employment by paying you (Subject to paragraph 12 (d) & 12 (g) in appendix 2) or such proportionate amount according to any unexpected portion of such notice.



The notice period for termination of your employment with the Company is dependent on your corporate rank as follows:

Corporate Rank	Notice Period	
	During Probation	After Probation
All DAH2 Staff	1 month	2 months
Contract Staff	2 months	

#### Provident Fund

PF contributions will be made by yourself and the Company in accordance with the prevailing regulations.

#### Income Tax

You will be responsible for the full amount of personal income tax due and payable as a result of your employment with the Company. Taxation will be governed under the (Indian) Income Tax Act, 1961 and the rules and regulations made there under. The Company will deduct the tax at source as per applicable rates of income tax.

#### GST

During the course of your employment (including the time upto termination of such employment), if DBS determines that any supply (whether of goods/services or otherwise)/facility/convenience/ forbearance made/provided to the you attracts GST then DBS will be entitled to recover such GST from you. Further, DBS shall have final authority on all matters with respect to such recovery of GST including but not limited to applicability, rate, manner of recovery, etc.

#### PRE-CONDITIONS

This offer of employment is subject to the following:

- I. Satisfactory verification of all information submitted in your job application to the Company
- II. Your character antecedents/references are satisfactory in all respects;
- III. Receipt of a clear discharge certificate from your present employer prior to commencement of work;
- IV. You are medically fit and able to effectively undertake your duties;
- V. You have disclosed information regarding relative and friend employees working with the Company;
- VI. Receipt of acceptable employment references by the Company. Approval by MAS/RBI or any other relevant regulatory body for you to carry out the duties envisaged by the role offered to you, where applicable;
- VII. The solicitation and sale of certain products to customers is regulated by regulatory agencies like Securities and Exchanges Board of India (SEBI), Insurance Regulatory Authority of India (IRDA) and any other regulatory agencies. In certain cases, solicitation and sale of these products can only be done by professionals, who have acquired the necessary qualifications and/or licenses as mandated by SEBI, IRDA or any other regulatory agency. You are prohibited from soliciting and selling any such product without acquiring the necessary qualifications/licenses and submitting documentary evidence thereof to your immediate supervisor. You are required to keep renewing these qualifications/licenses as mandated by the regulatory agencies;
- VIII. The solicitation and sale of any such products without required qualifications/licenses will be considered as a violation of terms and conditions of the Employment and Code of Conduct and will invite appropriate disciplinary action; and
- VIV. An employment pass approved by the relevant authority, where applicable.

In the event that any of the conditions above is not fulfilled before you commence work with the Company, the Company reserves the right to rescind this Letter of Appointment, and you agree and accept that you shall have no claim whatsoever against the Company. If you have commenced your employment with the Company, the Company reserves the right to suspend/ terminate your employment with immediate effect, without any obligation to make to you any payment in-lieu of notice, should (a) any of the above results be unsatisfactory, (b) any of the conditions above remain unfulfilled, or (c) any information given by you (including information given in the submitted forms) is untrue or inaccurate.

The solicitation and sale of certain products to customers is regulated by regulatory agencies like Securities and Exchanges Board of India (SEBI), Insurance Regulatory Authority of India (IRDA) and any other regulatory agencies. In certain cases, solicitation and sale of these products can only be done by professionals, who have acquired the necessary qualifications and/or licenses as mandated by SEBI, IRDA or any other regulatory agency.

You are prohibited from soliciting and selling any such product without acquiring the necessary qualifications/licenses and submitting documentary evidence thereof to your immediate supervisor. You are required to keep renewing these qualifications/licenses as mandated by the regulatory agencies.

The solicitation and sale of any such products without required qualifications/licenses will be considered as a violation of terms and conditions of the Employment and Code of Conduct and will invite appropriate disciplinary action.

An employment pass approved by the relevant authority, where applicable.

In the event that any of the conditions above is not fulfilled before you commence work, the Company reserves the right to rescind its offer of employment and you shall have no claim whatsoever against the Company. If you have commenced work, the Company also reserves the right to suspend/ terminate your services having regard to the provisions of notice period contained in Appendix II, without payment in-lieu of notice, should (a) any of the above results be unsatisfactory, (b) any of the conditions above remain unfulfilled, or (c) any information given by you (including information given in the Health Declaration Form) is untrue or inaccurate (d) information given by you in the Health Declaration Form and the documents, leads the Company to believe that you are unfit to assume employment with the Company.

#### General Terms

DBS Asia Hub 2 Private Ltd ("DBS") is required to collect employee personal data that is provided in the course of or in connection with employee employment or job application with DBS either received from employee or through the third party (vendors/consultants of DBS).

As an employee I hereby provide consent to the collection, usage and storage of personal data for the purpose of verifying employee identity and the accuracy of personal details and other information provided to DBS, performing obligations under or in connection with contract of employment with DBS, including payment of remuneration and tax, for all administrative and human resources related matters within or outside of the jurisdiction of India including administering payroll, granting access to DBS premises and computer systems, processing leave applications, administering my insurance and other benefits, facilitating compliance with any laws, customs and regulations which may be applicable to DBS.

As an employee I authorize DBS to share my personal data with DBS' Group company/affiliates and/or with any statutory authorities, within or outside of India.

The purposes listed in the above clauses may continue to apply even in the situations where employee employment with DBS has been terminated, for a reasonable period thereafter.

Such amendments, modifications, supplements and / or replacements, shall take effect upon notification by the Company.

#### Other

Your salary is confidential to you and is not to be disclosed to anyone. Other than yourself, it is known only to authorized staff who are required to maintain strict confidentiality. Any contravention will result in disciplinary action.

The Company has a policy against sexual harassment and is committed to providing an environment free from sexual harassment at the work place.

#### ANNEXURE - A

Please find detailed breakup of your Cost to Company (Basic Salary, Other Allowances and Retirals).

#### ANNEXURE - A Table

<b>ANNUAL GUARANTEED CASH BREAK-UP</b>	<b>Per Annum Amount (INR)</b>
Basic Pay	339,996
House Rent Allowance	170,004
Special Allowance	340,000
Statutory Bonus	0
<b>Annual Guaranteed Cash (A)</b>	<b>850,000</b>
Employer's Contribution to Provident Fund (B)	40,800
<b>Cost to Company (A+B)</b>	<b>890,800</b>

#### Academic Qualification

If you are currently in your last year of undergraduate study, this offer of employment is further subject to the condition that you will graduate with no less than a Bachelor's Degree, Second Class Honours, Upper Division (or the equivalent thereof) no later than the date falling three months from the date or which you commence your employment. In the event that you do not obtain the said degree within the stipulated time period or fail to obtain the minimum required class of Honours for the said degree, DBS Asia Hub 2 Private Ltd reserves the right to terminate your employment or redesignate you into different job functions and/or review your terms of employment.

#### Acceptance

Your employment with the Company shall commence on a date to be mutually agreed with the Company. If you do not or are unable to report for work on the agreed date of commencement with a valid reason, the Company shall have the right to extend or postpone your date of commencement. In the event that the Company does not agree to extend or postpone your date of commencement, the Company may treat this Letter of Appointment as having been terminated immediately without any liability to either party. If you fail to commence at work on the mutually agreed date, this agreement stands terminated in one week from aforesaid date, without any liability to either party.

You acknowledge that you have read carefully and understand the contents of this Letter of Appointment as well as in Appendix I and Appendix II before accepting the terms of the Company's offer of employment to you and you agree to be bound by and will comply with those terms.

Please confirm your acceptance of the terms within this Letter of Appointment by February 24, 2022, failing which this offer will lapse.

Please do not hesitate to contact Rohit Kumar Kumar AKINEPALLI at rohitakinepalli@dbs.com if you have any queries.

We look forward to welcoming you on board and wish you a successful career with DBS.

Yours sincerely,



Ashwin Kumar Domalapally  
Talent Acquisition Group Team Head  
Human Resources

## Attachments

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- [DAH2\\_FTE\\_Appendix 1.pdf](#)
  - [DAH2\\_FTE\\_Appendix 2.pdf](#)
- 

Offer electronically accepted by: Pakkiligari, Sai  
Offer electronically accepted on: Mar 16, 2022 5:43 PM  
Offer electronically accepted from: 49.206.62.20



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Dec 20, 2021

**Mr. Yenuganti Sai Rohith**  
**H.NO:5-91, Yerraboinapalli, Khammam,**  
**Kalluru, Telangana, 507209**  
**India**

**Subject: Offer of Employment**

**Dear Yenuganti:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Business Technology Analyst** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **August 8, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **August 8, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **August 8, 2022**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Yenuganti**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:

*Chandra Shekar Heggannur Shivaramu*

5409FA9A0E8E4A7...

By:

Signature

**Authorized Signatory**

### Acceptance

I, **Yenuganti**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

Signature

Date

**Annexure A****Mr. Yenuganti Sai Rohith****Business Technology Analyst -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Business Technology Analyst**

<sup>1a</sup>Communication Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

**Rs./₹3,000/-** per month

<sup>1b</sup>Fuel Expenses

Petrol / Driver / Insurance / Repairs & Maintenance

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Yenuganti Sai Rohith

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Business Technology Analyst** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Business Technology Analyst** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

#### **10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **August 8, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Yenuganti Sai Rohith

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Yenuganti Sai Rohith

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Dec 20, 2021

\_\_\_\_\_  
*Date*

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Yenuganti Sai Rohith  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Dec 20, 2021

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

Yenuganti Sai Rohith

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### **4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS**

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### **5. RETIREMENT AGE**

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### **6. TRANSFERS**

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### **7. NOTICE PERIOD FOR TERMINATION OF SERVICES**

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### **8. MISCONDUCT**

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **August 8, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Yenuganti Sai Rohith

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Dec 20, 2021

**Mr. Yenuganti Sai Rohith**  
**H.NO:5-91, Yerraboinapalli, Khammam,**  
**Kalluru, Telangana, 507209**  
**India**

**Training Bond**

**Dear Yenuganti:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Business Technology Analyst** pursuant to the terms and conditions of your offer letter dated **August 8, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

By:

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Signature

**Authorized Signatory**

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# JPMORGAN CHASE & Co.

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## 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 letter that forms a triangle.

# J.P.Morgan

28-Apr-2022

Sai Vamshi Kavali  
Flat No.112,Malani Icon,Gandhinagar,Hyderabad,500080.  
-500080  
HYDERABAD  
Telangana  
INDIA

Dear Sai Vamshi Kavali,

## 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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

#### 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 INR1,00,000, 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.

**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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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.

#### **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.

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

July 1, 2022

Mr. Sathyanarayana Balla,  
H-no: 4-9,  
Sri Ram Nagar,  
Ramayampet, Medak(dist)

sravyalucky1119@gmail.com

Employee Id- 1199

Subject: Letter of Appointment

Dear Mr. Sathyanarayana Balla,

On behalf of **BizAcuity Solutions Private Limited**, we have the pleasure in offering you the position of **Software Engineer**.

Joining us means you become part of the **BizAcuity**. Though you shall continue to remain an employee of **BizAcuity**, you shall be governed by the terms and conditions as per Company's specifications.

At **BizAcuity**, we strive to deliver an uncompromised experience, achieving a standard of innovative excellence. We nurtured a culture that centers on service to our clients and our employees, anticipating needs and responding in the most professional ways possible. In return, we provide our employees a platform to grow and fulfill their personal and professional goals.

We are committed to assist our employees in establishing the right career path and to provide them with the training and support to grow as far as their motivation and ability will take them within the company.

Your Date of Joining will be on **1<sup>st</sup> July, 2022**.

The Terms and Conditions of your employment are as stipulated below:

#### 1. Job Obligation

- a. In this position of **Software Engineer** you will be responsible to carry out the duties and responsibilities as stated in your Job Experience which may be reviewed and/ or revised by the Company from time to time. You are required to carry out, to the best of your ability and experience, all the duties and obligations as are customarily performed by someone holding your position and such other additional duties (whether or not related to the holding of your position) as may be reasonably required by us.
- b. You may not, without our prior consent, engage in any other employment or activity for gain during your employment with us. In addition, you may not engage in any activity (whether for gain or otherwise) which conflicts or interferes with our best interests and the performance of your duties and obligations to us.

**BizAcuity Solutions Pvt. Ltd.**

## 2. Compensation

### a. Basic Salary

You will be paid an annual basic salary of **1,71,372** which will be paid in 12 months. This amount is subject to statutory deductions of Income Tax as per local Laws.

### b. House Rent Allowance

You will be paid an annual House Rent Allowance of **68,549**, which will be paid in 12 months. This amount is subject to statutory deductions of Income Tax as per local Law.

### c. Lunch Allowance

You will be given a lunch allowance of **Rs.26,400**, which will be paid in 12 months.

### d. Transport Allowance

You will be given a transport allowance of **Rs.19,200**, which will be paid in 12 months. This amount is subject to statutory deductions of Income Tax as per local Laws.

### e. Special Allowance

You will be given special allowance of **Rs. 51,412**, which will be paid in 12 months, This amount is subject to statutory deductions of Income Tax as per local Laws.

### f. LTA

You will be paid an annual LTA of **14,281**, which will be paid in 12 months. This amount is subject to statutory deductions of Income Tax as per local Law.

## 3. Benefits

### • Provident Fund

The Company will contribute Provident Fund in accordance with the terms of the provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952

### • Medical Coverage

You will be entitled to medical coverage for yourself, your spouse, your parents and up to maximum of two children, both as per the company's policy and applicable statutory provisions.

### • Gratuity

You will be entitled to payment of Gratuity and such payment is governed by the statutory provisions of the Payment of Gratuity Act, 1972

### • Professional Tax

A professional Tax of **Rs. 200** will be deducted from your salary every month.

## 4. Probationary and Confirmation, Place of Service and Termination of Employment

- The first **Three Months** of your employment will be deemed as Probationary Period. During this probationary period either of the party should give **one month** notice period .However, the Company may reduce / dispense with or extend your probation period for a reasonable period at its absolute discretion. Your confirmation will be dependent upon your job related knowledge, skills, attitude, medical evaluation. Upon successful completion of the probationary period, your employment shall

be confirmed in writing. You shall continue to be on probation unless you are confirmed by a specific order in writing by the management”

- Following the successful completion of the Probationary Period, after confirmation either party may terminate this agreement by giving **two** month notice in writing or **two** month monthly salary in lieu

of the notice period. During this notice period, you are not permitted to contra off any type of leave in lieu of such notice period. You are required to serve full notice and fulfill your professional duties for the entire duration of the notice period. The Company reserves the right, if circumstances so necessitate, to relieve you on a date prior to the date of expiry of the stipulated notice period **on payment of salary for the remaining period of notice**, allowances or any entitlements whatsoever in lieu of the unexpired portion of the notice period. The Company also reserves the right, if work exigencies so demand, to not relieve you before the expiry of the stipulated notice period.

- Your place of appointment will, at present, be in **BizAcuity, Hyderabad**. You are however liable to be transferred to another department, position or place whether in existence or coming into existence hereafter, either at the place of position or any other place where the Management may establish / open its unit later on. You are also liable to be sent on deputation to any place in India and/or overseas. Upon such transfer, the rules and regulations and/ or employment terms and conditions applicable to such a post or at the place of transfer will automatically become applicable to you.
- Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice under the following event:
  - ✓ You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct
  - ✓ You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company
  - ✓ You commit any breach of any of your duties or obligations under this agreement or the policies of the Company
  - ✓ There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you.

#### **5. Confidentiality**

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

#### **6. Conflict of Interest**

You are expected to carry out your duties and responsibilities and responsibilities diligently, and shall at all times safeguard the interest of the company. Company regards conflict of interest as a severe offence, which may lead to dismissal.

#### **7. Specific Conditions**

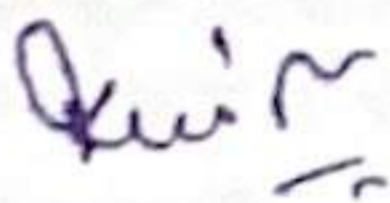
- a. During your employment, you will be bound by the Company and/ or Company's policies and procedures, rules and regulations, which may be framed and enforced from time to time, laid by the management. The Company reserves the right to amend or delete or augment these at its sole discretion without any notice thereof. You are expected to observe and to comply with all existing rules and regulations which are deemed to be the terms and conditions governing your employment and with all the future rules and regulations, policies and procedures which may be laid down by the management from time to time.
- b. In case of any dispute arising in respect of the interpretation of the terms and conditions of your service in the Company, the decision of the Director shall be final and binding on you.

## 8. Acceptance

- Please note this offer is in accordance with the Company's policies and procedures and any other terms and conditions of employment as applicable to you shall be as outlined in the Employee Handbook of **BizAcuity** and Indian legislation, which shall govern in the event of any dispute.
- The Company reserves the right to review its benefits program or discontinue with any one of them at any time without assigning any reason. The Company also reserves the right to amend, delete or augment any clauses of these terms and conditions of service.
- If the foregoing concurs with your understanding of the terms and conditions of employment, please sign both copies, retain an original for your files and return the duplicate copy within fourteen (14) days of the date of this offer, failing which, our offer of employment shall automatically lapse.
- I trust that this covers all the pertinent details of your employment. Should you have any inquiries related to your employment, please do not hesitate to contact the HR Department.
- In the meantime, we want to take this opportunity to congratulate you on your appointment, and to wish you every success in your challenging new assignment at **BizAcuity**
- We look forward to having you on board and trust we can rely on your support to work together as a team to achieve a positive experience for guest and employees alike.

Sincerely,

For BizAcuity Solutions Pvt. Ltd.



Authorized Signatory



### **Acceptance:**

I have read and fully understand the terms and conditions of my employment. I hereby agree to accept the offer as **Software Engineer** at **BizAcuity** and shall abide the terms and conditions as stipulated above.

Name **Sathyanarayana Balla**

(Signature)



Dated

01-07-2022

Annexure A		
Name	Sathyanarayana Balla	
Designation	Software Engineer	
Salary Head	Description	
	Monthly	Annual
<b>Earnings</b>		
<b>Taxable Component</b>		
Basic Pay	14,281	171,372
HRA	5,712	68,549
Transportation Allowance	1,600	19,200
Special Allowance	4,284	51,412
<b>Non Taxable Component</b>		0
Lunch Allowance	2,200	26,400
LTA	1,190	14,281
<b>Gross</b>	<b>29,268</b>	<b>351,213</b>
<b>Deductions</b>		
Provident Fund	As per Law	
Professional Tax	As per Law	
TDS	As per Law	
Lunch Allowance		
<b>Other Benefits</b>		
Annual Medical Insurance Premium		20,000
Gratuity		8,239
Provident Fund (Employer's Contribution)	1,800	20,565
Performance Bonus		100,000
<b>CTC</b>		<b>500,017</b>

Applicable tax will be deducted as per IT act.

*[Handwritten Signature]*





**12-Apr-2022**

**Dear S Shashank,**  
B.E., Information Technology  
Chaitanya Bharathi Institute of Technology

**Candidate ID – 19621814**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.

This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

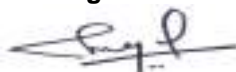
### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**



### Compensation and Benefits

**Name:** S Shashank **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

S Shashank, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**S Shashank**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:

Date:

**Date 13 June, 2022**

**Shashi Priyatham Chitakodur**  
**F-205, RNS Dream Homes, RNS Colony**  
**Boduppal, Hyderabad**

**Dear Shashi**

***Sub: Appointment Letter***

We are glad to offer you an appointment with **Synchrony International Services Pvt Ltd** as **SecDevOps Developer (Level 8)** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your fixed annual salary on joining will be **Rs.900,000/-** and this will include all allowances in accordance with the Company rules and as indicated in Annexure II. In addition to this, you shall also be entitled to the following as per Company Policy and rules as applicable.
  - Medical insurance covering hospitalization expenses of up to **Rs. 400000/-**
  - Personal Accident Insurance of up to **Rs. 2500000/-** for you as per Company Policy and rules.
  - Group Term Life Insurance cover of **Rs.2500000 /-** during your tenure in Synchrony International Services Pvt Ltd.

In addition, you will be reimbursed business related expenses in accordance with relevant company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties. The reimbursement amounts are subject to an on-going review and are dependent on the way Synchrony International Services Pvt Ltd chooses to administer compensation.

2. Your initial place of work will be at **Hyderabad**. However, your services are transferable, and you may be assigned to any location in India or abroad where the Company or any one of its associates or customers, conduct business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office except while travelling on business, as assigned to you by your superiors and as per applicable laws in force. You will be required to work 5 days a week and as per the shift timings scheduled for the role. Your daily working hours would be 9 hours including 1 hr break.
4. You will be on probation for a period of six months from the date of joining. At the end of probation period, should your performance and behaviour meet the Company standards, your services will be confirmed in writing by the Company. During the probation period, either party may terminate this contract by giving one month of notice in writing in the manner referred to in clause 5 or payment of one month salary in lieu thereof. However the company reserves the right not to accept payment in lieu of notice and may at its sole discretion enforce the notice period.



**Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy with official signatures). Notice of termination in electronic form where identity cannot be ascertained, such as SMS or personal email, or through oral communication, shall not be accepted as adequate notice for the purposes of this agreement.**

5. Post confirmation, your services under this contract may be terminated by either party, giving a written notice of two months to the other party or on payment of salary in lieu thereof. However, the Company reserves the right not to accept payment in lieu of notice from you and may at its sole discretion enforce the notice period.
6. You will be entitled to leaves as per Company leave policy. Accumulation/carry-forward of leave will be governed as per the existing Company policy in force.
7. Absence for a continuous period of eight days without prior approval of your supervisor, (including overstay of leave/training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality, the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company.
8. You will automatically retire from service on attaining the age of 60 years.

Whilst employed by the Company:

- 8.1 You will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval.
  - 8.2 You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your manager.
  - 8.3 All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential. Except in the proper course of your employment, or, thereafter, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval of authorised person/s.
  - 8.4 For the benefit of Business requirement and its enhancement, the business reserves the right to evaluate/process/scrutinize employee's performance, and benchmarked performance numbers may be shared with other employees from time to time.
  - 8.5 You confirm that there is no litigation/conviction against you, before/by any Court of law which involves any criminal offence or offences involving moral turpitude.
9. You confirm that you have fully disclosed all of your business interests in the Company, whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between SYNCHRONY INTERNATIONAL SERVICES PVT LTD and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
  10. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures. All acts subversive of good conduct and discipline would subject you to disciplinary action as per the Company policies.
  11. **In case of discontinuation of services within a year of joining the business, all the expenses pertaining to relocation including travel, surface transportation of goods and destination assistance will have to be paid back to the company.**

12. Upon separation from the Company, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.
13. Any violation of the above mentioned or any other company procedures and policies would attract action as per company disciplinary policy in force, including and up to termination. In the event of termination by Management on account of breach of disciplinary policy, the Management will not be liable to pay notice pay.
14. All other terms and conditions of employment will be governed by Company policies as stated from time to time.
15. If these terms and conditions are acceptable to you:
  - (a) Please sign and return the duplicate of this Appointment Letter on or before **13 June, 2022** and
  - (b) Report for duty at the Company not later than **13 June, 2022** failing either of which, this offer of appointment stands automatically withdrawn without any further notice to you.
16. You agree that the appropriate courts in Ranga Reddy District, Telangana, shall have exclusive jurisdiction over all disputes which may arise hereunder.

The terms of this offer including the compensation are intended to be kept strictly confidential.

**“You hereby agree that this offer of employment and issue of an appointment letter to you shall be subject to SYNCHRONY FINANCIAL obtaining a clear and positive background check of yourself satisfying relevant criteria outlined by SYNCHRONY FINANCIAL (such as educational/technical qualifications, past work experience & positions held by you, previous salary, conduct etc). You further agree that SYNCHRONY FINANCIAL reserves the right to terminate the offer of employment, without further notice to you, if such clear and positive background check is not obtained in relation to you.”**

**“You hereby also confirm that the application form, resume and all documents submitted by you to SYNCHRONY FINANCIAL are true and accurate, and should any part thereof be found to be false or inaccurate by SYNCHRONY FINANCIAL, then SYNCHRONY FINANCIAL reserves the right to terminate your employment immediately.”**

We welcome you and wish you every success in your career with Synchrony International Services Pvt Ltd.

With warm regards,

**SYNCHRONY INTERNATIONAL SERVICES PVT LTD**



**Kameswari.G**  
VP, HR - Asia Diversity & Recruitment COE Leader

**Accepted and Agreed**

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## **ANNEXURE I**

### **DOCUMENTS REQUIRED AT THE TIME OF JOINING**

- Relieving Letters from last two Employers
- Copy of Birth Certificate
- Academic & Professional Certificates (Xerox copies)
- Eight Recent Passport size Photographs
- Last drawn Pay Slips
- Form 16 (1) (pertaining to Tax Deducted at source) from the previous employer
- Photocopy of PAN Card
- Photocopy of Aadhaar Card
- Photocopy of the Appointment letter accepted and signed by you.
- Proof of identity (copy of passport/Aadhar card/driving license/ voter's ID card, etc)

### **INFORMATION REQUIRED AT THE TIME OF JOINING**

If already a member of a Provident Fund (PF) Scheme with previous employer, then:-

- Employer's name
- Dates of joining and leaving service with them
- Name and address of the PF Trust or the Regional Provident Fund
- PF Account no.
- Universal account number (UAN), if allotted

### **Mandatory Details:**

Furnishing of employee Aadhar details which has date of birth on the face of the Aadhar is mandatory in order to generate provident fund Universal Account Number [UAN]. The EPFO portal will not allow employers to generate the UAN without Date of Birth registered with employee Aadhar. The name on the Aadhar should also match with the name on the records submitted by you. Hence, your employment offer with the organization is contingent upon furnishing these details without fail. The company will be well within its right to terminate the employment if the same is not furnished at the time accepting the offer or within 10 days of joining the company whichever is earlier.

**ANNEXURE II**

This salary sheet has been designed to assist you in arriving at your approximate monthly carry home pay, as well as for you to get to know your salary break-up and other benefits.

Salary Breakup (in INR)			
<b>Name:</b>	<b>Shashi Priyatham Chitakodur</b>	<b>Level:</b>	<b>8</b>
<b>Process:</b>	<b>Technology</b>	<b>Position Title:</b>	<b>SecDevOps Developer</b>
Fixed Earnings			
		<b>Annual</b>	<b>Monthly</b>
a.	Basic	349,440	29,120
b.	Flexible Benefit Plan	482,227	40,186
c.	Meal Card	26400	2,200
d.	Employer PF Contribution (12% of Basic)	41,933	3,494
<b>Total Fixed Earnings</b>		<b>900,000</b>	<b>75,000</b>
<b>Benefits:</b>			
		<b>Amount borne by Synchrony</b>	
a.	Life Insurance coverage of 2500000	2,450	
b.	Disability Insurance coverage of 2500000	425	
c.	Medical Insurance coverage of 400000 (1 + 5 Dependants) ****	16,000	
d.	Cell Phone bill (Reimbursement up to 1500 P.M.) *****	18,000	
e.	Gym Fee (Reimbursement up to 1000 P.M) ****	12,000	
f.	Company Transport	48,000	
g.	Gratuity ****	16,800	
h.	Broadband Reimbursement ****	13,200	
<b>Annual Cost to Company</b>		<b>1,026,875</b>	
<b>Note</b>			
**** No money in lieu of Benefits will be paid if any of the benefits mentioned above, are not availed			
**** Medical Insurance – Claims in regards to Parents or Parents-in-Law can be max up to 2,50,000			
**** Cell Phone bill will be reimbursed upto 75% of the bill amount			
**** Gym Fee - 50% or up to a Maximum of Rs. 1000 of the monthly enrolment fee paid for any health club, fitness center, sports club etc for self and 1 dependent			
**** Gratuity as per statutory provisions (15 days of last drawn monthly basic salary for each year of completed service) on completion of 5 years of service. (Gratuity will be paid as per the Payment of Gratuity Act – 1972)			
**** Broadband - Minimum speed of 100 mbps plan to be eligible for reimbursement			
All payments are subject to prevalent taxes & duties			

Your salary components may be restructured in compliance with Code on Wages 2019 or such other applicable labour codes/law in force. The restructuring may result on your Net take home salary while cost to company remaining same.

Flexible Components Guidelines

The amount mentioned above in the Flexible Benefits component can be assigned by the employee as per the following norms:

Component	Maximum Amount Per Annum (INR)
House Rent Allowance	Up to 60% of Basic Salary
Self-Car Reimbursement	Up to Rs 28,800 (Fuel & Maintenance expenses for personal vehicle)
Leave Travel Allowance	On actual
Special Allowance	Balancing Figure

Additionally, on successful completion of probationary period of 6 months service with the Company, you will be eligible for Certification Reimbursement up to Rs 200,000/- (Two Lakh Only) as per the prevailing Company policy.

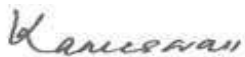
Please note in the event that you resign within 6 months from the date of certification reimbursement, or are serving notice of resignation, or you have been separated from the Company on grounds of non-compliance to applicable workplace policies and procedures, including integrity and upholding the Synchrony Financial values, you will have to pay up the amount equivalent to amount received on account of certification reimbursement (net of tax) to Synchrony Financial.

A deduction of 12% of Basic salary shall be made for the employee's contribution to the Provident Fund. Company's contribution to Provident Fund does not appear on the Salary Slip as it is deposited in the Provident Fund directly with the EPFO government.

**Deductions:**

1. Other statutory deductions like Income tax, ESI (if applicable) professional tax, etc. would be made as per the applicable statutory regulations.
2. All calculations above do not take the effect of income tax into account

**SYNCHRONY INTERNATIONAL SERVICES PVT LTD**



**Kameswari G**  
 VP, HR - Asia Diversity & Recruitment COE Leader

**Accepted and Agreed**

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**PEGASYSTEMS WORLDWIDE INDIA PRIVATE LIMITED**  
Registered Office: Building No.12A, 13th Office Level,  
MindSPACE Cyberabad, Madhapur, Hyderabad -500081  
CIN No. U72200TG2007FTC055018

# In Process

## TERMS OF EMPLOYMENT

This Terms of Employment ("the Terms") is made as on the date of countersignature by and between

Pegasystems Worldwide India Private Limited, a company incorporated under the laws of India, having its registered office at Building 12A, 13th Office Level, MindSPACE Cyberabad, Madhapur, Hyderabad – 500081, hereinafter referred to as "the Employer" or "the Company" or "Pegasystems".

and

**Sriram Gunda,**

residing at

**H No 1-6-144, Near Ramalingeshwara Talkies, Suryapet - 508213, Telangana** hereinafter referred to as "the Employee".

Where the context requires so, "we", "us" and "ours" shall refer to the Employer and "you" and "your" shall refer to the Employee.

The Employer and Employee shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company.

NOW, THEREFORE, in consideration of the employment of the Employee and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Employee agree as follows:

### 1. COMMENCEMENT OF EMPLOYMENT

Your employment under these Terms shall commence on **08-10-2022** [MM-DD-YYYY] (“Commencement Date”).

## 2. PROBATIONARY PERIOD

2.1. You will be on probation for a period of four (4) months from the Commencement Date. (“Probation Period”).

2.2. During or at the end of your Probation Period, your employment may be terminated by you or the Employer giving one (1) weeks’ notice in writing.

## 3. JOB TITLE

3.1. Your job title is **Associate Software Engineer, Robotics**. This offer of employment is contingent upon you being awarded a degree from your college or university. Pegasystems reserves the right to revoke this offer or terminate your employment at any time should you not complete your entire course or be awarded a degree from your college or university.

3.2. Your duties may be varied by the Employer from time to time without written notice to reflect changes in your role and/or the operational requirements of the Employer’s business. The Company reserves the right to require you to undertake any duties and responsibilities as are consistent with your position or change job title, designation, reporting lines and/or reporting manager from time to time .

## 4. PLACE OF WORK

4.1. Your base location will be Hyderabad. For the avoidance of doubt for all employees except the ones in a Sales role, the Employer intends that your employment shall occur in a SEZ (Special Economic Zone). Until such time as you commence work in the SEZ zone, your activities will be limited to training in the requirements for your role. The Company reserves the right to transfer or require you to work from different locations, and therefore, depending on the business requirements you may be directed to work from other offices of the Company situated in different cities within India or outside India or work from your residence, subject to terms and conditions of your employment as set forth herein not being adversely affected and in line with applicable law. Please note that the Hybrid Working & Return to Office guidelines are subject to change as per State, Central Government and/or Special Economic Zone (SEZ) notifications

## 5. SALARY

5.1. The total fixed compensation will be INR **10,00,000** (Indian Rupees)per annum. You will be paid monthly in arrears on the last business day of each month and if the last business day is not working, then the immediately following working business day. The Employer may, on notice as required by law, vary the manner and timing of salary.

5.2. You may be entitled to participate in the bonus plan or sales commission plan applicable to your role, and the amount of your bonus or commission payment, if any, shall be calculated in accordance with the then current applicable bonus or sales commission plan or law. The formal plan documents describing details of plan funding and participation are posted on the Pega Portal. Unless you notify PeopleHub@pega.com within thirty (30) days from your Commencement Date, you are affirming that you have read, understand, and accept the terms of the plan. Pegasystems reserves the sole right to modify this plan at any time.

5.3. To the extent permitted by law, the Employer reserves the right to deduct from your salary any sums which you owe to the Employer or be liable to the Employer for, including, without limitation, any overpayments, loans or advances, made to you by the Employer. In case your salary is not sufficient to recover any such sums, employer has all the rights to instruct employee to make alternative arrangement including issuing demand draft/cheque for the balance recovery of such sums.

5.4. In the event that you take a period of unauthorized absence from work no salary will be payable in respect of that period.

5.5. Further, you are required to strictly maintain secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration to any other employee of the company or public at large.

5.6. As a demonstration of the company’s commitment to you, we will provide you with an equity grant for which Pega’s future financial statements will incur **6000** USD of expense. This grant will be Restricted Stock Units (RSUs) pursuant to our Long-Term Incentive Plan and is contingent on Compensation Committee approval at the meeting following your date of hire. The number of RSUs granted will be determined based on the closing price of our common stock on the date of the Compensation Committee approval. The full terms of this grant will be conveyed to you in a separate document after you become a Pegasystems employee.

## 6. EXPENSES

6.1. You will be repaid all reasonable out of pocket expenses properly and necessarily incurred in the performance of your duties, provided you submit supporting receipts in respect of each expense claim and you adhere to the Company's expenses policy posted on the Company's intranet site or otherwise made available to you.

## 7. BENEFITS

7.1. Subject to you being accepted under the terms of the schemes and satisfying their conditions on an on-going basis, you will be entitled to provident fund and gratuity, private medical insurance and such other benefits as Pegasystems may offer from time to time. The Company may at its discretion, or where deemed necessary after obtaining your confirmation, change schemes and transfer you to new schemes. Your eligibility for such benefits shall commence from the Commencement Date. Details of the Provident Fund and Gratuity provisions applicable to your employment will be made available to you.

## 8. HOURS OF WORK

8.1. You will be required to work five (5) days a week for forty (40) hours per week, as per the timings allocated to you based on the nature of your work. Upon the Company's direction, you may be required to work at such different or additional hours as may reasonably be required for the proper performance of your duties.

## 9. ABSENCE FROM WORK

9.1. You shall be entitled to paid vacation days or sick leave in accordance with the Company's policies for its employees, as in effect from time to time. The details of the policies may be found at the Company's intranet site or shall otherwise be made available to you.

9.2. Sickness or Injury and pay:

(a) If you are absent from work due to sickness or injury, you must inform your immediate manager by 9:30 am IST, on your first day of absence. Your immediate manager should be told of your expected date of return. If this is not known, then you must keep your immediate manager informed of your progress on at least a weekly basis. Failure to follow the reporting procedure may result in disciplinary action being taken.

(b) If you are absent from work owing to sickness or injury which continues for six (6) or more consecutive working days, you must provide the Employer with a medical certificate on the sixth day of sickness or injury or earlier if so requested by your manager. Thereafter medical certificates must be provided to the Employer on a weekly basis unless agreed otherwise.

(c) The Employer reserves the right to require you to undergo a medical examination during any period of sickness or at any stage during your employment.

(d) If you are absent from work due to sickness or injury and comply with the requirements in Clause 9.2 (a) to (c) above regarding notification of absence, you will be entitled to payment only in accordance with the Employer's sick leave policy, the or other relevant law, as applicable. Details of this policy can be found on the Company's intranet site or will otherwise be made available to you.

9.3. Vacation days:

(a) The Company is pleased to offer its employees flexibility while taking vacation with no cap on the total number of vacation days. Employees may take time off when needed, subject to their manager's approval. A copy of the vacation leave policy may be found on the Company's intranet site or will be otherwise made available to you. By signing these Terms you accept the Company's leave policy, as may be updated from time to time.

## 10. MATERNITY LEAVE

10.1. The Company's maternity leave and benefit provided to eligible employees is in line with the India Maternity Benefit (Amendment) Act, 2017 including its modifications and reenactments made from time to time. Your entitlement to maternity leave is set out in the policy which can be found on the Company's intranet site or will otherwise be made available to you.

## 11. CODE OF CONDUCT



11.1. Pegasystems has a Code of Conduct, as well as other company policies. It is your responsibility to be familiar with the contents of the Code of Conduct and company policies and to comply with their provisions. Pegasystems may change or supplement our Code of Conduct and company policies over time, and as an employee you are expected to stay current on the company's policies.

## 12. TERMINATION OF EMPLOYMENT BY NOTICE

12.1. Subject to clauses 2.2 (Probation Period), 13 (Termination of Employment for Cause) or 14 (Consequences of Termination of Employment), your employment may be terminated by either party giving to the other not less than two (2) months' notice in writing ("Notice Period").

12.2. During all or part of your Notice Period, the Employer reserves the right to require you to perform work or contact clients which does not normally form part of your duties, to undertake special projects, to work from home or not to attend to work at all.

12.3. At its sole discretion, the Employer reserves the right to make a payment in lieu of salary and other contractual benefits for all or part of your Notice Period. There should be no expectation on your part that you will receive such a payment as opposed to remaining employed by it until your Notice Period expires. A termination in line with this sub-clause shall not be a breach of these Terms.

12.4. During the notice period, you shall not be entitled to take annual or any other leave to offset the Notice Period except with the Employer's approval.

## 13. TERMINATION OF EMPLOYMENT FOR CAUSE

13.1. The Employer may, notwithstanding any of the terms of your employment and irrespective of whether the grounds for termination arose before or after it began, at any time by notice in writing terminate your employment with immediate effect and without compensation:

- (a) If you are found guilty of any serious or persistent misconduct or other conduct likely to prejudice the interests of the Employer, or
- (b) You commit any serious or repeated breach of your obligations under your terms of employment, are found guilty of serious neglect or negligence in the performance of your duties or behave in a manner (whether on or off duty) which is likely to bring the Employer into disrepute or which seriously impairs your ability to perform your duties, or you are found engaging in a serious violation of Company policy; or
- (c) If you are convicted of a criminal offence, except one which the Employer considers does not affect your position as its employee; or
- (d) If you are found guilty of committing any deliberate act of discrimination victimization or harassment on the grounds of a colleague's, visitor's a client's race, sex, religion, age, orientation or disability; or
- (e) If you are found guilty of breaching Clause 16 (Confidentiality).

## 14. CONSEQUENCES OF TERMINATION OF EMPLOYMENT

14.1. Upon termination of your employment for any reason, you shall return all items considered Company property which were in your possession during your employment with the Company. In case you are not able to return such property, Company may withhold any sums due to you to recover the cost incurred by Company for such item.

14.2. Upon termination of your employment for any reason, you shall not make any untrue or misleading statement about the Employer, or its officers or employees or represent yourself as being employed by or connected with the Employer.

14.3. In the event that your employment is terminated for any reason before the expiry of one (1) years from the date of commencement of employment:

- (i) The Company shall notify you in writing of the amount of expenses incurred by the Company, which expenses shall include but not be limited to sign on/hiring/joining bonus, relocation expenses, accommodation expenses etc., and such other expenses that the Company may have incurred as a part of your employment with the Company; and
- (ii) You shall refund to the Company the amount of expenses notified under clause 14.3(i) to the Company in the form of a demand draft or cheque as instructed by the Company.

## 15. REPRESENTATION, WARRANTY AND COVENANTS

15.1. You represent, warrant and covenant to the Company as follows:

- (a) You shall discharge the duties assigned to you in the course of your employment with greatest sincerity and diligence and shall at all times exercise your best efforts to protect and further the Company's interests;
- (b) You shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this Terms of Employment as if they were specifically incorporated in this Terms of Employment, as the same may change from time to time in the Company's discretion without the requirement of prior notice to or consent from you, including but not limited to those set forth in any applicable employee handbook. Such rules, regulations may include without limitation matters of attendance, conduct, behavior, discipline, working hours, leave, holidays and other applicable benefits. You shall take all reasonable steps to be aware of such rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this Terms of Employment; and
- (c) You have not been convicted of any offence by any court of law and are not a party to any proceedings pending before or likely to be initiated before or by any court, tribunal, government agency or similar statutory body.

15.2. It is hereby understood that this employment is offered to you upon the understanding and is conditional upon: (i) the credentials, testimonials and particulars submitted by you with or in your application for employment being true, correct and accurate; and (ii) satisfactory verification of your background by the Company in a manner as it deem fits. If at any time it should emerge that the particulars furnished by you are false/incorrect or you have suppressed or concealed any material or relevant information or the result of the background investigation and verification of documents/information is not satisfactory in the opinion of the Company, then the Company shall be entitled to terminate this contract forthwith without notice and without payment of any compensation, whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## 16. CONFIDENTIALITY

16.1. Effective the date of signing these Terms, You must not make use of, divulge, or communicate to any person (other than with proper authority) any of the trade secrets or other confidential information of or relating to the Company or any of its customers or suppliers or any holding company of the Company or any other subsidiary company of that holding company including (but not limited to) details of customers, potential customers, consultants, suppliers and potential suppliers, product details, prices, discounts, specific product applications, manufacturing processes, existing trade arrangements or terms of business, corporate information, including contractual arrangements, plans, strategies, tactics, policies, resolutions; marketing information, including sales or product plans, strategies, tactics, methods, customers, customers confidential information, prospects, or market research data; financial information, including cost and performance data, debt arrangements, and holdings; personnel information including information subject to data privacy laws; operational information, including information related to intellectual property, trade secrets, and other proprietary information, and, including, without limitation, Pegasystems' proprietary products and software (including related documentation and product specifications), which you may receive or become aware of as a result of being in the employment of the Company or which the Company may share with you prior to the start of your employment.

16.2. This obligation of confidentiality shall continue to apply without limit in time after the termination (for whatever reason) of your employment but it shall cease to apply to information which is or comes into the public domain for reasons other than your default.

16.3. Any disclosure which has not been expressly authorized by the company shall be called "Unauthorized Disclosure". The Unauthorized Disclosure of Confidential Information shall constitute serious misconduct and the company shall be entitled to take appropriate action against you including termination of employment.

## 17. PROPRIETARY RIGHTS/INVENTIONS

17.1. From the date of signing these Terms, Pegasystems will own all works and inventions (including without limitation software, designs, processes, know how, works of authorship and other intellectual property) relating to our business ("Developments") which you, by yourself or with others, develop from the date of this letter and throughout your employment at Pegasystems and/or by utilizing Pegasystems' resources. Pegasystems will also own Developments which you, by yourself or with others, develop after leaving Pegasystems, if you utilized any of our confidential or proprietary information in creating such Developments. Further, if you incorporate into any Development any intellectual property previously created by you ("Prior Development"), then Pegasystems shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, import, export, use and sell such Prior Development. Pegasystems will own all Developments whether or not they are patentable or registerable under copyright or similar statutes, and whether or not they are conceived or reduced to practice during working hours or on our premises.

17.2. By signing below and confirming these Terms, you assign to Pegasystems, without further compensation, all of your rights in all Developments and any trademarks or trademark applications, trade secrets, patents or patent applications, and copyrights or copyright applications covering all Developments. Upon request, you will sign and deliver any requested assignments, patents, applications, registrations, or other documents to effect this assignment.

17.3. You also agree and acknowledge that if Pegasystems is unable, after a reasonable effort, to obtain your signature on any trademark application, letter patent, copyright application, assignment or other analogous protection relating to a Development, this letter appoints Pegasystems as your attorney-in-fact to execute and file such application(s) and to do all other lawfully permitted acts to further the prosecution, issuance, and (in Pegasystems' discretion) assignment of trademarks, letters patent, copyrights, or other analogous protection with the same legal force and effect as if executed by you.

17.4. By signing these Terms, you are confirming that you have no obligation to assign any right, title, or interest in any Development to anyone other than Pegasystems.

## 18. RESTRICTIVE CONVENANTS

18.1. By signing below, you agree that these provisions are reasonable.

18.2. You confirm that you no owe no duty to anyone else which conflicts with your duties to Pegasystems.

18.3. You may not, without the prior written permission of the Company, undertake any opportunities outside the Company which, directly or indirectly are in competition with the business of the Company.

18.4. Covenant not to compete. While working for Pegasystems and for six (6) months after that, you cannot accept employment with, acquire an ownership interest in, act as an independent contractor or consultant for, or otherwise advise or assist any Competitor (as defined below). This restriction applies to those countries in which Pegasystems has a business interest, such as an office or customer. You can own stock in a Competitor, provided that the Competitor is a publicly-traded company listed on a national exchange.

(a) "Pegasystems Business" means: Pegasystems delivers rules technology for business and rules-based business process management (BPM) software applications to customers worldwide. Pegasystems software currently comprises a patented business rules engine coupled with BPM technology that automates and manages customer service and transactions through multiple channels of interaction, including traditional call centers and Internet self-service. Pegasystems also licenses frameworks that utilize its BPM technology to create customized applications for particular industries or types of interactions; and, provides professional services and maintenance services relating to these products. Pegasystems' business will also evolve over time in response to changes in technology, client needs and market forces. This description of our business, as listed above and as updated from time to time, is referred to as "Pegasystems' Business" for purposes of this Contract. It is your responsibility to stay current and knowledgeable about what constitutes Pegasystems' Business.

(b) A "Competitor" means: (i) any person or entity that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business; or (ii) within an entity that contains multiple operating divisions or subsidiaries, any operating division or subsidiary that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business. If an entity contains one operating division or subsidiary that is a Competitor, but also contains other operating divisions or subsidiaries that are not a Competitor, you are not prevented from having the types of relationships described in Clause 21.2 above with the non-Competitor divisions or subsidiaries.

18.5. Customer Opportunities. If you had contact with a Pegasystems' customer as a result of your duties at Pegasystems, you cannot seek or accept employment with that customer for a period of six (6) months from the date of cessation of employment with Pegasystems.

18.6. Covenant against solicitation. While working for Pegasystems and for twelve (12) months after that, you cannot, except with Pegasystems' consent in writing, directly or indirectly solicit any of Pegasystems' employees, or any persons that were Pegasystems' employees within the preceding six month period, to leave us, or hire any of such persons. Further, for the time period stated above, you cannot solicit any of our former or present customers for any activity which is competitive with Pegasystems' Business.

## 19. DATA PROTECTION

19.1. During your employment and for as long a period as is necessary following the termination of your employment, the Employer will:

(a) Obtain, keep, use and produce records containing information about you for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration both in personnel file and on the Employer's computer system. On occasion, the Employer may need to disclose information about you to third parties. It will only do this when absolutely necessary. It will only use information held about you in ways that are consistent with the employment relationship, the operation of the business, and applicable law.

(b) Obtain, keep, produce and use personal data relating to:

- (i) your racial or ethnic origin for the purposes of equal opportunities monitoring;
- (ii) your health in order to enable the Employer to safeguard your health and safety at work, in connection with the Employer's sick pay scheme, for administrative purposes and for complying with its statutory obligations; and
- (iii) details of alleged offences committed by you where:
  - you have informed us of these
  - or we need to keep these details because they have some bearing on your employment.

- (c) Transfer some or all of the information in the Employer's records about you, in accordance with applicable laws, to:
  - Holding companies or subsidiary companies;
  - Companies in whom the Employer or a holding or subsidiary company has a shareholding;
  - Companies or firms with whom the Employer or a holding or subsidiary company has a contractual relationship; and
  - Companies or firms processing data on behalf of the Employer.

(d) By signing these Terms, effective the date of signing, you consent to the Employer obtaining this information and carrying out the processing of personal data described in this Clause 19, in accordance with current or future data privacy laws, as may be applicable, modified or amended from time to time.

## 20. OTHER TERMS

20.1. In the event that you are required to undertake domestic or foreign travel, you undertake to do so in accordance with the then current company policies and additional terms that are available on the Company's intranet site or may otherwise be made available to you.

## 21. RIGHTS OF THIRD PARTIES

21.1. No person who is not a party to this Agreement ("Third Party") has or shall have any rights to enforce any term of this Agreement and no consent of any Third Party shall be required to any cancellations or variations of this Agreement.

## 22. SEVERABILITY

22.1. Each of the terms of this Contract of Employment is considered reasonable by the Company and by you and is intended to be separate and severable. In the event that any of the said terms shall be held void, but would be valid if part of the wording thereof were deleted, such term shall apply with such deletion as may be necessary to make it valid and effective.

## 23. NOTICES

23.1. You shall notify the Company, in writing, of any change, whether permanent or temporary, of residential address or any other contact details (telephone number, email address, mobile number etc.) within ten (10) business days of the said change, failing which any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

## 24. LAW

24.1. This Agreement shall be governed by, and construed in all respects in accordance with India's central and state specific laws to the extent applicable.

## 25. DISPUTE RESOLUTION

25.1. Any disputes arising in connection with your employment or this contract shall be submitted to the jurisdiction of the courts in Ranga Reddy, India.

## 26. ENTIRE AGREEMENT

26.1. These Terms sets out the entire Agreement between the parties and supersedes all prior contracts relating to its subject matter. The Employer reserves the right to vary your terms and conditions of employment at any time based on the business need through appropriate communication.

27. EXECUTION & COUNTERPARTS

27.1. These Terms may be executed and acknowledged by the parties in counterparts in manuscript (wet ink signature) or digital signature or electronic signature or other electronic means including email, capable of recording the date of execution, and shall be a binding legal document between the parties for all purposes. The Company reserves the right to mandate executing these Terms in manuscript for future record keeping or other purposes.

By signing this document, you confirm your acceptance to the Terms of Employment. You shall join the Company no later than **08-10-2022** [MM-DD-YYYY] failing which, notwithstanding your acceptance of these Terms of Employment, the Company's offer to you shall be deemed to be withdrawn and these Terms of Employment shall be of no effect and consequence.

**SMRITI**  
**MATHUR**  
Digitally signed  
by SMRITI  
MATHUR  
Date: 2022.07.18  
22:42:43 +05'30'

Signed  
Authorized Signatory  
Pegasystems Worldwide India Private Limited

Accepted By

I understand and acknowledge that this document has been authenticated in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions it contains.

Signed ..... **In Process**

**Sriram Gunda**

Date..... **In Process**



		Sriram Gunda		COMPENSATION DETAILS	
Name		Designation		Associate Software Engineer, Robotics	
S.No.	Component	Per Annum	Per Month		Remarks
A	Basic Salary	400,000	33,333	100%	Basic salary of 100% (Standard Indian Practice)
	House Rent Allowance	160,000	13,333	100%	100% of Basic Salary
	Travel Allowance & Allowances				
	Leave Travel Allowance	30,000	2,500		
	Children Education Allowance	1,000	100		
	Children Hostel Allowance	3,000	300		
	Health & Sports Club fee	18,000	1,500		
	Special Allowance	10,000	8,333		
B	Company's contribution to PF	45,000	3,750		10% of basic salary
A+B	Fixed Base Pay	100,000	8,333		Fixed base pay includes company's contribution to PF
C	Corporate Incentive Compensation Plan (CICP)	450,000		6000	Annual pay not based on individual and Company's performance
	Stock Grant - (15%)	450,000			Vesting Period of 3 yrs, with equity to vest at 1 year and Quarterly 2% there-on. (1 USD = 75 INR for this calculation) Dividend F is IN USD
D	Annual Stock Value	90,000			INR value of the stock option in the first year based on the allotted stock option, stock value is fluctuating & changes with stock market and interest/dividend/commodity rates
E	Personal/Accident/Health/Term Insurance	25,000			This is a mean benefit and cannot be quantified
F	Provision (Retiree Benefit)	10,000			Payable upon completion of 5 years. Payable for 15 days of last drawn basic, multiplied by number of years of service in the organization, as per rules prevailing at the time.
	<b>Total Cost to the Company for first year (A+B+C+D+E+F)</b>	<b>1,014,000</b>			

- NOTE:
- TDS will be deducted at the applicable tax rate.
  - All Components (except CIA, CIA) under this basket will be reimbursed by Company on production of bills. The reimbursement cycle will be as per Company's policy.
  - Employee can discuss the CTC structure with the "Payroll" Department and of the Internal CTC structure.
  - Please forward the investment declaration form and Previous employment data to the payroll department.
  - Employee who opt for Company's Car Facility will not be eligible for parking allowance.

I understand and acknowledge that this document has been published in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions in contract.

SMRITI  
MATHUR  
Digitally signed by SMRITI  
Date: 2023.07.18 22:40:13  
+05'30'

Signed  
Authorized Signatory  
PegaSystems Worldwide India Private Limited

Signed \_\_\_\_\_  
Sriram Gunda

In Process  
In Process



# India - your Total Rewards

## Powerful software, powered by people.

At Pega, we're on a mission to change the way the world builds software. We care about our great employees and are committed to offering the best total rewards and resources that meet employees' diverse needs and support their overall well-being – so everyone can be their best at work and at home.



## We focus on the prevention, understanding, and enablement of your health and well-being.

Personal

When you join Pega, you'll receive a wide range of **resources and activities** to help you stay fit and healthy – in addition to competitive and quality healthcare programs.

Physical

You can take part in our fun **PegaUp! global challenge** along with other **wellness events** and **activities**.

Financial

We also provide an **Employee Assistance program** and a free subscription to **Headspace** to help you practice mindfulness and live life with greater compassion, calm, and peace of mind.

Emotional



# Life@Pega

We have many **learning opportunities** available at Pega, including on demand learning platforms such as getAbstract, Udemy and edX, as well as financial support through our **Education Assistance program**.

We also offer a global parental leave program and flexible options for new parents to help with the transition back to work. We offer time away and leave programs to encourage all employees to take regular vacation days to disconnect and stay fit and healthy.

In addition, we're committed to giving back to our communities and encourage our employees to participate in the charitable causes they are passionate about through our **PegaCares program**. All Pega employees have **two paid volunteer days per year** for volunteering opportunities. Additionally, our **Talent Recognition program** supports Pega's culture of giving, enabling employees to convert their reward points into charitable donations.



## Your benefits at a glance - India



### Personal

- Flexible vacation and time off programs
- 26 weeks paid leave for main caregiver parental leave and 30 days paid leave for secondary caregiver
- Global recognition programs, including peer to peer
- Career development workshops and unlimited access to leading learning providers including Udemy for Business and getAbstract.
- Service Anniversary Awards
- Celebrating Personal Event (Birthday & Parental gift card)



### Physical

- Medical Health Insurance covering inpatient and outpatient department delivery
- Preventive Annual Health Check-up
- COVID-19 Insurance Protection
- Telehealth (Teleconsultation Service)
- BurnAlong on-demand health and wellness



### Emotional

- Employee Assistance program
- Headspace subscription
- Webinars and resources to support mental health



### Financial

- New hire & periodic equity grants
- Employee Stock Purchase Plan (ESPP)
- Short- & long-term disability insurance
- Critical illness insurance
- Accident insurance
- Short-Term Interest Free loan
- Group Term Life Coverage
- Child Day Care Program
- Car Lease Benefit
- Business travel accident insurance
- Employee Referral program



**Date:23-Dec-2021**

To

Suman Kamidi  
INDIA

Dear Suman Kamidi,

**Sub: Offer of Training and Employment**

1. This has reference to the selection process for employment opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **ENGINEER** in the salary grade **C1** subject to the following terms and conditions.

2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

$$\text{Aggregate} = \frac{\text{(Total of marks obtained in all the subjects from the first to last semester)}}{\text{(Total of maximum marks in all the subjects from first to last semester)}}$$

$$\text{Aggregate \%} = \text{Aggregate} * 100$$

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Hyderabad (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Hyderabad will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.

*K. Suman*



**Mindtree**

A Larsen & Toubro Group Company

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at [campus.offers@mindtree.com](mailto:campus.offers@mindtree.com).

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you,


**For Mindtree Limited**

**Rosalee M Kombial**  
**Vice President-People Function**

**Enclosed: Annexure to your offer of employment**

**Acceptance of the Offer**

I, **Suman Kamidi**, agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	
Your Name in Capital letters	SUMAN KAMIDI

**Annexure 1**

Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)

**Name** : Suman Kamidi  
**Salary Grade** : C1  
**Designation** : ENGINEER  
**Stipend** : INR 26,000 per month.

Payment will be after deduction of below amount from the monthly stipend:

- ◆ Premium for Insurance during your learning program will be **INR 550 per month**.
- ◆ Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining and the coverage for **2021 - 2022** is as follows

- ◆ Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 500,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- ◆ Group Term Life (GTL) coverage for you and is up to INR 2,000,000.
- ◆ Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.



Annexure 2

Compensation stack effective from date of confirmation

Name : Suman Kamidi

Salary Grade : C1

Designation : ENGINEER

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
<b>Annual Gross</b>	<b>352,008</b>
Bonus / Variable Compensation**	48,000
<b>Annual Cost to Company</b>	<b>400,008</b>

\* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

*K. Suman*



Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- ◆ You will be given an option to increase the coverage from INR 500,000. Top up options with additional / higher insurance coverage are available as per policy.
- ◆ If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- ◆ You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

\*\*The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.

*K. Suman*

**Annexure - 3**

**Terms and conditions of the Offer of Training and Employment**

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.
2. The term, "the Company" refers to Mindtree Limited.
3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.
4. You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**
5. You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

**6. Orchard Learning Program**

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.

*K. Suman*



Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

## 7. Confirmation of employment

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16<sup>th</sup> of the same month or 1<sup>st</sup> day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1<sup>st</sup> to 15<sup>th</sup> during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16<sup>th</sup> to 30<sup>th</sup> of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

## 8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.

*K. Suman*



If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

## 9. Compensation and benefits

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.

*K. Suman*



## 10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

## 11. Termination of employment

### 11.1 During Orchard Learning Program

#### a) Termination for cause

Your employment with Mindtree 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 Orchard Learning Program assessment
- ◆ Unauthorized absence during the Orchard Learning Program
- ◆ Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

#### b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.

*K. Suman*

## 11.2. After confirmation

### a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

### b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3) months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.

2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.

3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.

*K. Suman*

11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

- a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

## 12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

12.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

## 13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

*K. Suman*

#### **14. Transfer**

14.1 You could be transferred to any of other offices/branches/subsidiaries/a ffiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

14.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from a Mindtree training center in Hyderabad to the work location as determined by Mindtree, will be as per the existing relocation policy for Campus Minds.

#### **15. Retirement and retirement benefits**

15.1 Subject to your confirmation after the completion of training at Mindtree training center in Hyderabad, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

15.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

15.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

#### **16. Intellectual property**

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

*K. Suman*

### **17. Mindtree's Code of Conduct and Policies**

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

### **18. Tax implication**

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

### **19. Reimbursement of travel expense for joining Mindtree**

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

### **20. Personal Safety and conduct**

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

**End of Annexure 3**

*K. Suman*



# Code of Conduct

## **Summary:**

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

## **Objective:**

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

## **Eligibility/Applicability:**

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

## **Code of Conduct :**

The policy details various scenarios under which Code of Conduct is monitored.

### **1) Personal Interest v/s Mindtree's interest**

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

### **2) Use of proprietary or confidential information of third party**

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

### **3) Office for Profit**

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.



## 4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

## 5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

## 6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

## 7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

## 8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.



Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

## 9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

## 10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."





In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

## 11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.



## 12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

## 13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

## 14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

## Agreed and Accepted

Signature : 

Name : Suman Kamidi

Date : Dec 24, 2021


# Mindtree Offer Letter

Final Audit Report

2021-12-24

Created:	2021-12-23
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuIn1uoNIJOLkXUCND66kPOIxSuD-WcqR

## "Mindtree Offer Letter" History

-  Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
2021-12-23 - 12:47:36 PM GMT- IP address: 20.44.36.221
-  Waiting for Signature by suman kamidi (sumankamidi1234@gmail.com)  
2021-12-23 - 12:47:40 PM GMT
-  Document e-signed by suman kamidi (sumankamidi1234@gmail.com)  
E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
Signature Date: 2021-12-24 - 5:38:04 AM GMT - Time Source: server- IP address: 45.112.28.252
-  Agreement completed.  
2021-12-24 - 5:38:04 AM GMT



Oracle Solution Services  
(India) Private Limited

Oracle Tech Hub  
Block B, Lvl 4, No. 169/1 Bellandur,  
Sarjapur Marathahalli Ring Rd.,  
Kadubeesanahalli,  
Bengaluru, Karnataka – 560 103  
India

CIN: U72900KA1995PTC018327  
phone +91 80 3713 0000

## Private & Confidential

10 May 2022

### Supreeth Reddy Parapati

Dear Supreeth Reddy,

We are pleased to offer you employment in the position of Associate Applications Developer with Oracle Solution Services (India) Private Limited ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	576,376.00
B. Flexible Benefit Plan (FBP) **	704,459.00
C. Annual Gross Pay AGP (A+B)	1,280,835.00
D. Company's contribution to PF	69,165.00
E. Company's contribution to Gratuity	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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 Senthilkumar Manipillai (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 Solution Services (India) Private Limited**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

**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.

*Offer letter for candidate Supreeth Reddy Parapati  
Candidate's response "Accepted" was recorded on May 10, 2022 04:48 PM Singapore  
Electronically signed by Supreeth Reddy Parapati on May 10, 2022  
Electronically signed from 49.37.249.21*



**Thursday, March 17, 2022**

**Tarun Kumar Pulimamidi Varrae**  
**tarunkumar8718@gmail.com**

Dear **Tarun Kumar**,

Following our meeting and verbal offer, we are happy to appoint you as **Software Engineer I** at F5 Networks Innovation Private Limited, Hyderabad (hereinafter referred to as "**F5 Networks**" or "**Company**") for the SEZ unit with its office located as follows:

**F5 NETWORKS INNOVATION PRIVATE LIMITED**  
**The Skyview – Building 20, 8th Floor (Units 801 to 804)**  
**Sy.No. 83/1, Plot Nos. 22, 23, 24, 31, 32 & 33**  
**Raidurgam, Madhapur,**  
**Hyderabad - 500 081.**

This letter sets out the main terms and conditions of your employment with the company.

**Santhosh Kumar RUDRAGOUNI** will be your Manager. You can accept this offer by signing this letter and the enclosed nondisclosure and assignment agreement and returning them to F5 Networks. This offer will remain open for three business days (not including holidays or weekends) from the date of offer issuance.

Your employment will commence with effect from **Monday, July 11, 2022** or your actual date of joining. In the event you fail to join on or before **Monday, July 11, 2022** this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

### **Duties and Functions**

During the term of your employment, you shall perform such duties and responsibilities as are normally associated with your role and such duties assigned to you by the Company from time to time. During your employment with the Company, you will devote your best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's policies and procedures.

### **Probation**

You shall be on probation for an initial period of six (06) months (the "Probation Period"). The Probation Period may be extended by the Company at its discretion based on your performance. At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard. At the expiry of the Probation Period, your employment is deemed confirmed unless notified otherwise.



Post your joining, for the initial few weeks you will undergo new hire induction and training for the products you will be working on.

### **Location**

The principal place of your employment will be the Company's offices located at **HYDERABAD - India**. However, you may be required to provide services to other F5 Networks subsidiaries or affiliated companies as part of your employment with the Company and may be expected to travel in the course of your duties. Further, your employment may be transferred, at the sole discretion of F5 Networks, to any entity subsidiary, affiliated, or group company of F5 Networks within India, and you hereby agree to such transfer so long as your employment with such entity is substantially on the same terms as set out herein.

### **Compensation**

Your compensation plan is designed to provide you **INR ₹1,200,000.00** in annual income less statutory deductions and other required withholdings, payable in twelve monthly equal installments at the end of each calendar month in accordance with Company policy. A breakdown of your compensation together with other compensatory benefits is provided in **Annexure 1** hereto.

### **Working Hours**

The normal working hours are nine (09) hours each day, Monday to Friday, including a one (01) hour lunch break. The Company shall be free to amend and stagger the working hours in accordance with business requirements. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

### **Annual Leave, Sick Leave and Holidays**

You will be entitled to annual leave, sick leave and holidays in accordance with Company policy and applicable laws.

### **Personal Information**

You consent to the Company or its agents collecting, using, disclosing and retaining your personal information, including health information, for the purposes of managing and administering the employment relationship. This includes information related to the creation, administration and termination of employment, and may include the transmission of personal information in or outside India and/or the exchange of personal information with third parties for certain purposes, such as for benefit and payroll related matters.

You hereby agree that we may share your personal data with authorized employees and/or contingent workers of F5 Networks Inc, its subsidiaries and affiliated companies ("Affiliates"), and with third party contractors, consultants, auditors, legal advisors and vendors ("Outsourced Service Providers") as well as courts and governmental agencies, who may or may not be located in the country where you are located, specifically in relation to the administration/management of your employment and for the purpose of enabling the performance of your work within the F5 Networks group of companies. You further agree that such Affiliates and Outsourced Service Providers may collect, maintain, use, transfer, store and process your personal data on behalf of us and that such personal data may be collected, maintained, used,





transferred, stored and processed in countries outside of the Republic of India including in particular and without limitation, the US, Singapore, India and other relevant countries where we and/or our Affiliates has a legal entity. All personal data collected, maintained, used, transferred, stored and processed in countries outside of the Republic of India shall be governed by applicable laws regarding cross-border data transfer.

### **Employee Non-Disclosure and Assignment Agreement**

As a condition to your appointment, you will be required to execute the Non-Disclosure and Assignment Agreement (in the form provided for in Annexure II) along with this Appointment Letter with the Company and you consent to abide by the provisions of such Non-Disclosure and Assignment Agreement at all times.

### **Termination**

- During the probation period the Company may terminate your employment, at any time, with or without cause, upon fourteen (14) days' prior written notice or payment of salary in lieu thereof. After the confirmation of your employment, subject to applicable laws, the Company shall be free to terminate your employment at any time upon issuing a thirty (30) days' prior written notice to you. It is clarified that in case of a termination of your employment by the Company hereunder, the Company may, at its sole discretion, relieve you from your duties immediately upon payment of salary in lieu of the notice period.
- You may resign from your employment with the Company at any time upon providing thirty (30) days' advance notice in writing of your last intended day of work. The Company reserves the right to waive this notice of resignation period, either in whole or in part. To the extent that the Company waives such notice of resignation, you will be entitled to payment in lieu of such waived notice period together with other accrued entitlements that may be owing to you as of your last day of active service.
- Notwithstanding anything herein, the Company shall be entitled to terminate your employment for Cause, without notice or any payment of compensation. For the purposes of this provision, termination for "Cause" shall include (i) your gross neglect or willful material breach of your principal employment responsibilities or duties, (ii) you being found guilty of a crime involving moral turpitude, (iii) fraud in the course of your employment with F5 Networks or any of its subsidiaries, (iv) giving false information regarding your educational qualifications and experience, (v) the material breach by you of any other provision of this Appointment Letter which continues uncured for a period of thirty (30) days after notice thereof by F5 Networks; or (vi) If you do not meet the performance level expected of you in the role which you are employed in and you continue to not meet the required performance level after being placed on a performance improvement plan.

### **Consequences of Termination**

On the termination of your employment for whatever reason, you will return to Company or the Company's designee immediately but not later than three (03) days, all property; documents, Proprietary Information, data, assets and/or any papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like in your possession or under your control relating to your employment or to clients' business affairs.

### **Company Policies**

F5 Networks shall be entitled to make policy declarations from time to time, in accordance with the laws of India, and such policy declarations shall be binding on you so long as you are in F5 Networks' employment. The Company may modify or cancel your benefits, change policy or plan documents, the structure of your



compensation, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location) and duties and responsibilities from time to time by providing you at least twenty-one (21) days' notice.

### **Borrowings/accepting gifts**

You will not borrow/accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **Training Related Expenses**

Should you voluntarily leave F5 Networks or be terminated for Cause within the first 12 months from the start date, F5 Networks reserves the right to recover 100% of the out of pocket costs incurred by F5 Networks for your local/overseas training (e.g. travel and training course related expenses for New Hire Bootcamp). Under such circumstances, you shall allow F5 Networks to make the appropriate deductions via payroll from any monies owing to you. Alternatively, you would be required to make a payment to F5 Networks within a specific time period.

### **Taxation**

In terms of your employment with the Company, any amount payable by the Company to you towards Compensation, Allowances and/or any other payment shall be subject to deduction of withholding taxes under the applicable law. All requirements under Indian Tax Laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost and at no point shall the Company have any responsibility or liability in this regard.

### **Company Property**

You agree to always maintain in good condition F5 Networks' property, such as laptop, phone and any other items which may be issue to you by F5 Networks and entrusted to you for official use during the course of your employment. You shall return all such property to the F5 Networks prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by F5 Networks.

### **Severability**

All paragraphs in this Appointment Letter are separate and distinct provisions, severable one from the other. If any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall attach only to the provision to the extent of such invalidity or unenforceability, and all other provisions shall continue in full force and effect.

### **Entire Agreement**

You agree that this Appointment Letter, along with applicable plan documents and Company policies and procedures, govern your relationship of employment with the Company and that, taken together, these documents supersede, and render void any prior verbal or written representations concerning the terms or conditions of your employment with the Company.



## **Governing Law/Jurisdiction**

This Appointment Letter shall be governed and construed in accordance with the laws of India and any disputes hereunder shall be dealt with by the courts of competent jurisdiction at Hyderabad.

## **Miscellaneous**

You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination as and when deemed necessary by a medical officer appointed by the Company. Further the Company will also have the right to terminate your employment in case of your continued ill health. For purposes of this Appointment Letter "continued ill health" will include any illness which persists for a continuous period of more than 30 days and which, in the opinion of the Company, adversely affects due discharge of your duties under this Appointment Letter.

Subject to earlier termination of your employment in accordance with this Appointment Letter you shall retire from the services of the Company on the last day of the month in which you turn 60.

## **Compliance**

You acknowledge and agree that the Company may carry out background/reference checks to verify your antecedents. You further acknowledge and agree that the Company is issuing this Appointment Letter on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience, criminal records and any judgements relating to debts or insolvency. In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you or that the background/reference checks are not satisfactory, in the Company's sole discretion, it shall constitute a breach of discipline and your services will be liable to be terminated for Cause.

Sincerely,

{{Sig\_es\_:signer2:signature}}

{{N\_es\_:signer2:fullname}}

{{\*Ttl\_es\_:signer2:title}}

## **Acknowledged and Accepted**

I Tarun Kumar Pulimamidi Varrae, accept the offer of employment on the terms outlined in the letter to me from F5 Networks Innovation Private Limited dated Thursday, March 17, 2022, and the Employee Nondisclosure and Assignment Agreement. It is acknowledged and agreed that apart from the



aforementioned, there are no other oral or implied understandings regarding my employment by F5 Networks Innovation Private Limited.

**Signature:** {{Sig\_es\_:signer1:signature}}

**Date:** {{Dte\_es\_:signer1:date}}

**Passport No.:** {{\*Ttl\_es\_:signer1:Passport}}



# **Annexure 1**

Name: Tarun Kumar Pulimamidi Varrae

Designation: Software Engineer I

Date of Joining: Monday, July 11, 2022

Department/Function: Engineering

## **Total Compensation / INR Per Annum**

Basic Pay: ₹720,000.00

Flexible Pay: ₹480,000.00

Total Base Pay: ₹1,200,000.00

Provident Fund Contribution @ 12% of Basic Pay: ₹86,400.00

Incentive (MBO) (Variable Pay): ₹120,000.00

Total Cost to Company: ₹1,406,400.00

- Gratuity shall be applicable and payable in accordance with the provisions of the applicable law.
- Professional Tax (PT), Tax Deducted at Source (TDS) and other applicable taxes shall be deducted per the provisions of the applicable law.
- Employee's contribution to Provident Fund (PF) to be deducted @ 12% of Basic Salary together with the applicable Employer contribution shall be deposited with the PF authorities each month.
- For the Flex Pay you will have to make your choices in the Payroll website post joining and thereafter you will have to satisfy the accounting / relevant departments by producing bills and receipts in respect to the actual amount paid by them for the purpose of computation and deduction of Income tax.

## **MBO Bonus ('Performance-Based Bonus Program')**

The MBO bonus will be paid once each quarter subject to the fulfillment of such performance targets as may be outlined by the Company. As a new hire, the MBO bonus will be pro-rated from your start date for the period of employment with the Company during the quarter, unless you start during the month prior to the end of the quarter, in which case, you will not be eligible for any pro-rated MBO for your first quarter. Please note that you must be employed through the end of the quarter to be eligible for payment for the relevant quarter. The MBO bonus will be paid out at the end of each cycle if the Employee and Company meets performance benchmarks. The amount of the bonus and its method of calculation (if any) are entirely at the discretion of F5 Networks at all times.



**PEGASYSTEMS WORLDWIDE INDIA PRIVATE LIMITED**  
Registered Office: Building No.12A, 13th Office Level,  
Mindspace Cyberabad, Madhapur, Hyderabad -500081  
CIN No. U72200TG2007FTC055018

### TERMS OF EMPLOYMENT

This Terms of Employment ("the Terms") is made as on the date of countersignature by and between

Pegasystems Worldwide India Private Limited, a company incorporated under the laws of India, having its registered office at Building 12A, 13th Office Level, Mindspace Cyberabad, Madhapur, Hyderabad – 500081, hereinafter referred to as "the Employer" or "the Company" or "Pegasystems".

and

**Anna Reddy Uday Kiran Reddy,**

residing at

**H.No-16-2-751/1/A, Flat No 106, Karanbagh, Saidabad, Near TSSPDCL Asmangadh Sub Station, Hyderabad, Telangana-500059** hereinafter referred to as "the Employee".

Where the context requires so, "we", "us" and "ours" shall refer to the Employer and "you" and "your" shall refer to the Employee.

The Employer and Employee shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company.

NOW, THEREFORE, in consideration of the employment of the Employee and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Employee agree as follows:

#### 1. COMMENCEMENT OF EMPLOYMENT

Your employment under these Terms shall commence on **08-10-2022**[MM-DD-YYYY] (“Commencement Date”).

## 2. PROBATIONARY PERIOD

2.1. You will be on probation for a period of four (4) months from the Commencement Date. (“Probation Period”).

2.2. During or at the end of your Probation Period, your employment may be terminated by you or the Employer giving one (1) weeks’ notice in writing.

## 3. JOB TITLE

3.1. Your job title is **Associate Applications Engineer**. This offer of employment is contingent upon you being awarded a degree from your college or university. Pegasystems reserves the right to revoke this offer or terminate your employment at any time should you not complete your entire course or be awarded a degree from your college or university.

3.2. Your duties may be varied by the Employer from time to time without written notice to reflect changes in your role and/or the operational requirements of the Employer’s business. The Company reserves the right to require you to undertake any duties and responsibilities as are consistent with your position or change job title, designation, reporting lines and/or reporting manager from time to time .

## 4. PLACE OF WORK

4.1. Your base location will be **Hyderabad**. For the avoidance of doubt for all employees except the ones in a Sales role, the Employer intends that your employment shall occur in a SEZ (Special Economic Zone). Until such time as you commence work in the SEZ zone, your activities will be limited to training in the requirements for your role. The Company reserves the right to transfer or require you to work from different locations, and therefore, depending on the business requirements you may be directed to work from other offices of the Company situated in different cities within India or outside India or work from your residence, subject to terms and conditions of your employment as set forth herein not being adversely affected and in line with applicable law. Please note that the Hybrid Working & Return to Office guidelines are subject to change as per State, Central Government and/or Special Economic Zone (SEZ) notifications

## 5. SALARY

5.1. The total fixed compensation will be INR **10,00,000** (Indian Rupees)per annum. You will be paid monthly in arrears on the last business day of each month and if the last business day is not working, then the immediately following working business day. The Employer may, on notice as required by law, vary the manner and timing of salary.

5.2. You may be entitled to participate in the bonus plan or sales commission plan applicable to your role, and the amount of your bonus or commission payment, if any, shall be calculated in accordance with the then current applicable bonus or sales commission plan or law. The formal plan documents describing details of plan funding and participation are posted on the Pega Portal. Unless you notify PeopleHub@pega.com within thirty (30) days from your Commencement Date, you are affirming that you have read, understand, and accept the terms of the plan. Pegasystems reserves the sole right to modify this plan at any time.

5.3. To the extent permitted by law, the Employer reserves the right to deduct from your salary any sums which you owe to the Employer or be liable to the Employer for, including, without limitation, any overpayments, loans or advances, made to you by the Employer. In case your salary is not sufficient to recover any such sums, employer has all the rights to instruct employee to make alternative arrangement including issuing demand draft/cheque for the balance recovery of such sums.

5.4. In the event that you take a period of unauthorized absence from work no salary will be payable in respect of that period.

5.5. Further, you are required to strictly maintain secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration to any other employee of the company or public at large.

5.6. As a demonstration of the company’s commitment to you, we will provide you with an equity grant for which Pega’s future financial statements will incur **6000** USD of expense. This grant will be Restricted Stock Units (RSUs) pursuant to our Long-Term Incentive Plan and is contingent on Compensation Committee approval at the meeting following your date of hire. The number of RSUs granted will be determined based on the closing price of our common stock on the date of the Compensation Committee approval. The full terms of this grant will be conveyed to you in a separate document after you become a Pegasystems employee.

## **6. EXPENSES**

6.1. You will be repaid all reasonable out of pocket expenses properly and necessarily incurred in the performance of your duties, provided you submit supporting receipts in respect of each expense claim and you adhere to the Company's expenses policy posted on the Company's intranet site or otherwise made available to you.

## **7. BENEFITS**

7.1. Subject to you being accepted under the terms of the schemes and satisfying their conditions on an on-going basis, you will be entitled to provident fund and gratuity, private medical insurance and such other benefits as Pegasystems may offer from time to time. The Company may at its discretion, or where deemed necessary after obtaining your confirmation, change schemes and transfer you to new schemes. Your eligibility for such benefits shall commence from the Commencement Date. Details of the Provident Fund and Gratuity provisions applicable to your employment will be made available to you.

## **8. HOURS OF WORK**

8.1. You will be required to work five (5) days a week for forty (40) hours per week, as per the timings allocated to you based on the nature of your work. Upon the Company's direction, you may be required to work at such different or additional hours as may reasonably be required for the proper performance of your duties.

## **9. ABSENCE FROM WORK**

9.1. You shall be entitled to paid vacation days or sick leave in accordance with the Company's policies for its employees, as in effect from time to time. The details of the policies may be found at the Company's intranet site or shall otherwise be made available to you.

9.2. Sickness or Injury and pay:

(a) If you are absent from work due to sickness or injury, you must inform your immediate manager by 9:30 am IST, on your first day of absence. Your immediate manager should be told of your expected date of return. If this is not known, then you must keep your immediate manager informed of your progress on at least a weekly basis. Failure to follow the reporting procedure may result in disciplinary action being taken.

(b) If you are absent from work owing to sickness or injury which continues for six (6) or more consecutive working days, you must provide the Employer with a medical certificate on the sixth day of sickness or injury or earlier if so requested by your manager. Thereafter medical certificates must be provided to the Employer on a weekly basis unless agreed otherwise.

(c) The Employer reserves the right to require you to undergo a medical examination during any period of sickness or at any stage during your employment.

(d) If you are absent from work due to sickness or injury and comply with the requirements in Clause 9.2 (a) to (c) above regarding notification of absence, you will be entitled to payment only in accordance with the Employer's sick leave policy, the or other relevant law, as applicable. Details of this policy can be found on the Company's intranet site or will otherwise be made available to you.

9.3. Vacation days:

(a) The Company is pleased to offer its employees flexibility while taking vacation with no cap on the total number of vacation days. Employees may take time off when needed, subject to their manager's approval. A copy of the vacation leave policy may be found on the Company's intranet site or will be otherwise made available to you. By signing these Terms you accept the Company's leave policy, as may be updated from time to time.

## **10. MATERNITY LEAVE**

10.1. The Company's maternity leave and benefit provided to eligible employees is in line with the India Maternity Benefit (Amendment) Act, 2017 including its modifications and reenactments made from time to time. Your entitlement to maternity leave is set out in the policy which can be found on the Company's intranet site or will otherwise be made available to you.



## 11. CODE OF CONDUCT

11.1. Pegasystems has a Code of Conduct, as well as other company policies. It is your responsibility to be familiar with the contents of the Code of Conduct and company policies and to comply with their provisions. Pegasystems may change or supplement our Code of Conduct and company policies over time, and as an employee you are expected to stay current on the company's policies.

## 12. TERMINATION OF EMPLOYMENT BY NOTICE

12.1. Subject to clauses 2.2 (Probation Period), 13 (Termination of Employment for Cause) or 14 (Consequences of Termination of Employment), your employment may be terminated by either party giving to the other not less than two (2) months' notice in writing ("Notice Period").

12.2. During all or part of your Notice Period, the Employer reserves the right to require you to perform work or contact clients which does not normally form part of your duties, to undertake special projects, to work from home or not to attend to work at all.

12.3. At its sole discretion, the Employer reserves the right to make a payment in lieu of salary and other contractual benefits for all or part of your Notice Period. There should be no expectation on your part that you will receive such a payment as opposed to remaining employed by it until your Notice Period expires. A termination in line with this sub-clause shall not be a breach of these Terms.

12.4. During the notice period, you shall not be entitled to take annual or any other leave to offset the Notice Period except with the Employer's approval.

## 13. TERMINATION OF EMPLOYMENT FOR CAUSE

13.1. The Employer may, notwithstanding any of the terms of your employment and irrespective of whether the grounds for termination arose before or after it began, at any time by notice in writing terminate your employment with immediate effect and without compensation:

- (a) If you are found guilty of any serious or persistent misconduct or other conduct likely to prejudice the interests of the Employer, or
- (b) You commit any serious or repeated breach of your obligations under your terms of employment, are found guilty of serious neglect or negligence in the performance of your duties or behave in a manner (whether on or off duty) which is likely to bring the Employer into disrepute or which seriously impairs your ability to perform your duties, or you are found engaging in a serious violation of Company policy; or
- (c) If you are convicted of a criminal offence, except one which the Employer considers does not affect your position as its employee; or
- (d) If you are found guilty of committing any deliberate act of discrimination victimization or harassment on the grounds of a colleague's, visitor's a client's race, sex, religion, age, orientation or disability; or
- (e) If you are found guilty of breaching Clause 16 (Confidentiality).

## 14. CONSEQUENCES OF TERMINATION OF EMPLOYMENT

14.1. Upon termination of your employment for any reason, you shall return all items considered Company property which were in your possession during your employment with the Company. In case you are not able to return such property, Company may withhold any sums due to you to recover the cost incurred by Company for such item.

14.2. Upon termination of your employment for any reason, you shall not make any untrue or misleading statement about the Employer, or its officers or employees or represent yourself as being employed by or connected with the Employer.

14.3. In the event that your employment is terminated for any reason before the expiry of one (1) years from the date of commencement of employment:

- (i) The Company shall notify you in writing of the amount of expenses incurred by the Company, which expenses shall include but not be limited to sign on/hiring/joining bonus, relocation expenses, accommodation expenses etc., and such other expenses that the Company may have incurred as a part of your employment with the Company; and
- (ii) You shall refund to the Company the amount of expenses notified under clause 14.3(i) to the Company in the form of a demand draft or cheque as instructed by the Company.

## 15. REPRESENTATION, WARRANTY AND COVENANTS

15.1. You represent, warrant and covenant to the Company as follows:

- (a) You shall discharge the duties assigned to you in the course of your employment with greatest sincerity and diligence and shall at all times exercise your best efforts to protect and further the Company's interests;
- (b) You shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this Terms of Employment as if they were specifically incorporated in this Terms of Employment, as the same may change from time to time in the Company's discretion without the requirement of prior notice to or consent from you, including but not limited to those set forth in any applicable employee handbook. Such rules, regulations may include without limitation matters of attendance, conduct, behavior, discipline, working hours, leave, holidays and other applicable benefits. You shall take all reasonable steps to be aware of such rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this Terms of Employment; and
- (c) You have not been convicted of any offence by any court of law and are not a party to any proceedings pending before or likely to be initiated before or by any court, tribunal, government agency or similar statutory body.

15.2. It is hereby understood that this employment is offered to you upon the understanding and is conditional upon: (i) the credentials, testimonials and particulars submitted by you with or in your application for employment being true, correct and accurate; and (ii) satisfactory verification of your background by the Company in a manner as it deem fits. If at any time it should emerge that the particulars furnished by you are false/incorrect or you have suppressed or concealed any material or relevant information or the result of the background investigation and verification of documents/information is not satisfactory in the opinion of the Company, then the Company shall be entitled to terminate this contract forthwith without notice and without payment of any compensation, whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## 16. CONFIDENTIALITY

16.1. Effective the date of signing these Terms, You must not make use of, divulge, or communicate to any person (other than with proper authority) any of the trade secrets or other confidential information of or relating to the Company or any of its customers or suppliers or any holding company of the Company or any other subsidiary company of that holding company including (but not limited to) details of customers, potential customers, consultants, suppliers and potential suppliers, product details, prices, discounts, specific product applications, manufacturing processes, existing trade arrangements or terms of business, corporate information, including contractual arrangements, plans, strategies, tactics, policies, resolutions; marketing information, including sales or product plans, strategies, tactics, methods, customers, customers confidential information, prospects, or market research data; financial information, including cost and performance data, debt arrangements, and holdings; personnel information including information subject to data privacy laws; operational information, including information related to intellectual property, trade secrets, and other proprietary information, and, including, without limitation, Pegasystems' proprietary products and software (including related documentation and product specifications), which you may receive or become aware of as a result of being in the employment of the Company or which the Company may share with you prior to the start of your employment.

16.2. This obligation of confidentiality shall continue to apply without limit in time after the termination (for whatever reason) of your employment but it shall cease to apply to information which is or comes into the public domain for reasons other than your default.

16.3. Any disclosure which has not been expressly authorized by the company shall be called "Unauthorized Disclosure". The Unauthorized Disclosure of Confidential Information shall constitute serious misconduct and the company shall be entitled to take appropriate action against you including termination of employment.

## 17. PROPRIETARY RIGHTS/INVENTIONS

17.1. From the date of signing these Terms, Pegasystems will own all works and inventions (including without limitation software, designs, processes, know how, works of authorship and other intellectual property) relating to our business ("Developments") which you, by yourself or with others, develop from the date of this letter and throughout your employment at Pegasystems and/or by utilizing Pegasystems' resources. Pegasystems will also own Developments which you, by yourself or with others, develop after leaving Pegasystems, if you utilized any of our confidential or proprietary information in creating such Developments. Further, if you incorporate into any Development any intellectual property previously created by you ("Prior Development"), then Pegasystems shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, import, export, use and sell such Prior Development. Pegasystems will own all Developments whether or not they are patentable or registerable under copyright or similar statutes, and whether or not they are conceived or reduced to practice during working hours or on our premises.

17.2. By signing below and confirming these Terms, you assign to Pegasystems, without further compensation, all of your rights in all Developments and any trademarks or trademark applications, trade secrets, patents or patent applications, and copyrights or copyright applications covering all Developments. Upon request, you will sign and deliver any requested assignments, patents, applications, registrations, or other documents to effect this assignment.

17.3. You also agree and acknowledge that if Pegasystems is unable, after a reasonable effort, to obtain your signature on any trademark application, letter patent, copyright application, assignment or other analogous protection relating to a Development, this letter appoints Pegasystems as your attorney-in-fact to execute and file such application(s) and to do all other lawfully permitted acts to further the prosecution, issuance, and (in Pegasystems' discretion) assignment of trademarks, letters patent, copyrights, or other analogous protection with the same legal force and effect as if executed by you.

17.4. By signing these Terms, you are confirming that you have no obligation to assign any right, title, or interest in any Development to anyone other than Pegasystems.

## 18. RESTRICTIVE CONVENANTS

18.1. By signing below, you agree that these provisions are reasonable.

18.2. You confirm that you owe no duty to anyone else which conflicts with your duties to Pegasystems.

18.3. You may not, without the prior written permission of the Company, undertake any opportunities outside the Company which, directly or indirectly are in competition with the business of the Company.

18.4. Covenant not to compete. While working for Pegasystems and for six (6) months after that, you cannot accept employment with, acquire an ownership interest in, act as an independent contractor or consultant for, or otherwise advise or assist any Competitor (as defined below). This restriction applies to those countries in which Pegasystems has a business interest, such as an office or customer. You can own stock in a Competitor, provided that the Competitor is a publicly-traded company listed on a national exchange.

(a) "Pegasystems Business" means: Pegasystems delivers rules technology for business and rules-based business process management (BPM) software applications to customers worldwide. Pegasystems software currently comprises a patented business rules engine coupled with BPM technology that automates and manages customer service and transactions through multiple channels of interaction, including traditional call centers and Internet self-service. Pegasystems also licenses frameworks that utilize its BPM technology to create customized applications for particular industries or types of interactions; and, provides professional services and maintenance services relating to these products. Pegasystems' business will also evolve over time in response to changes in technology, client needs and market forces. This description of our business, as listed above and as updated from time to time, is referred to as "Pegasystems' Business" for purposes of this Contract. It is your responsibility to stay current and knowledgeable about what constitutes Pegasystems' Business.

(b) A "Competitor" means: (i) any person or entity that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business; or (ii) within an entity that contains multiple operating divisions or subsidiaries, any operating division or subsidiary that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business. If an entity contains one operating division or subsidiary that is a Competitor, but also contains other operating divisions or subsidiaries that are not a Competitor, you are not prevented from having the types of relationships described in Clause 21.2 above with the non-Competitor divisions or subsidiaries.

18.5. Customer Opportunities. If you had contact with a Pegasystems' customer as a result of your duties at Pegasystems, you cannot seek or accept employment with that customer for a period of six (6) months from the date of cessation of employment with Pegasystems.

18.6. Covenant against solicitation. While working for Pegasystems and for twelve (12) months after that, you cannot, except with Pegasystems' consent in writing, directly or indirectly solicit any of Pegasystems' employees, or any persons that were Pegasystems' employees within the preceding six month period, to leave us, or hire any of such persons. Further, for the time period stated above, you cannot solicit any of our former or present customers for any activity which is competitive with Pegasystems' Business.

## 19. DATA PROTECTION

19.1. During your employment and for as long a period as is necessary following the termination of your employment, the Employer will:

(a) Obtain, keep, use and produce records containing information about you for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration both in personnel file and on the Employer's computer system. On occasion, the Employer may need to disclose information about you to third parties. It will only do this when absolutely necessary. It will only use information held about you in ways that are consistent with the employment relationship, the operation of the business, and applicable law.

(b) Obtain, keep, produce and use personal data relating to:

- (i) your racial or ethnic origin for the purposes of equal opportunities monitoring;
- (ii) your health in order to enable the Employer to safeguard your health and safety at work, in connection with the Employer's sick pay scheme, for administrative purposes and for complying with its statutory obligations; and
- (iii) details of alleged offences committed by you where:
  - you have informed us of these
  - or we need to keep these details because they have some bearing on your employment.

- (c) Transfer some or all of the information in the Employer's records about you, in accordance with applicable laws, to:
  - Holding companies or subsidiary companies;
  - Companies in whom the Employer or a holding or subsidiary company has a shareholding;
  - Companies or firms with whom the Employer or a holding or subsidiary company has a contractual relationship; and
  - Companies or firms processing data on behalf of the Employer.

(d) By signing these Terms, effective the date of signing, you consent to the Employer obtaining this information and carrying out the processing of personal data described in this Clause 19, in accordance with current or future data privacy laws, as may be applicable, modified or amended from time to time.

## 20. OTHER TERMS

20.1. In the event that you are required to undertake domestic or foreign travel, you undertake to do so in accordance with the then current company policies and additional terms that are available on the Company's intranet site or may otherwise be made available to you.

## 21. RIGHTS OF THIRD PARTIES

21.1. No person who is not a party to this Agreement ("Third Party") has or shall have any rights to enforce any term of this Agreement and no consent of any Third Party shall be required to any cancellations or variations of this Agreement.

## 22. SEVERABILITY

22.1. Each of the terms of this Contract of Employment is considered reasonable by the Company and by you and is intended to be separate and severable. In the event that any of the said terms shall be held void, but would be valid if part of the wording thereof were deleted, such term shall apply with such deletion as may be necessary to make it valid and effective.

## 23. NOTICES

23.1. You shall notify the Company, in writing, of any change, whether permanent or temporary, of residential address or any other contact details (telephone number, email address, mobile number etc.) within ten (10) business days of the said change, failing which any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

## 24. LAW

24.1. This Agreement shall be governed by, and construed in all respects in accordance with India's central and state specific laws to the extent applicable.

## 25. DISPUTE RESOLUTION

25.1. Any disputes arising in connection with your employment or this contract shall be submitted to the jurisdiction of the courts in Ranga Reddy, India.

## 26. ENTIRE AGREEMENT

26.1. These Terms sets out the entire Agreement between the parties and supersedes all prior contracts relating to its subject matter. The Employer reserves the right to vary your terms and conditions of employment at any time based on the business need through appropriate communication.

27. EXECUTION & COUNTERPARTS

27.1. These Terms may be executed and acknowledged by the parties in counterparts in manuscript (wet ink signature) or digital signature or electronic signature or other electronic means including email, capable of recording the date of execution, and shall be a binding legal document between the parties for all purposes. The Company reserves the right to mandate executing these Terms in manuscript for future record keeping or other purposes.

By signing this document, you confirm your acceptance to the Terms of Employment. You shall join the Company no later than **08-10-2022** [MM-DD-YYYY] failing which, notwithstanding your acceptance of these Terms of Employment, the Company's offer to you shall be deemed to be withdrawn and these Terms of Employment shall be of no effect and consequence.

Digitally signed  
by SMRITI  
MATHUR  
Date: 2022.07.18  
23:19:24 +05'30'

Signed

Authorized Signatory

Pegasystems Worldwide India Private Limited

**Accepted By**

I understand and acknowledge that this document has been authenticated in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions it contains.

Signed ..... DocuSigned by:  
*Anna Reddy Uday Kiran Reddy*  
920649851DBE482....

**Anna Reddy Uday Kiran Reddy**

Date.....

COMPENSATION DETAILS				
Name		Anna Reddy Uday Kiran Reddy		
Designation		Associate Applications Engineer		
S.No.	Components	Per Annum	Per Month	Remarks
A	Basic Salary	400,000	33,333	60%
	House Rent Allowance	160,000	13,333	40%
	Fixed Reimbursement & Allowances			100% of Basic Salary
	- Leave Travel Allowance	30,000	2,500	
	- Children Education Allowance	1,000	100	
	- Children Hostel Allowance	3,000	300	
	- Health & Sports Club fee	18,000	1,500	
	Special Allowance	18,000	1,500	
B	Company's contribution to PF	45,000	3,750	10% of basic salary
A+B	Fixed Base Pay	100,00,000	8,33,333	Fixed base pay includes company's contribution to PF
C	Corporate Incentive Compensation Plan (CICP)			Annual pay and based on individual and Company's performance
	Stock Grants - (S)	450,000		6000
	- Vesting Period of 3 yrs, with equity to vest after 1 year and Quarterly 2% there-on. (1 USD = 75 INR for this calculation) Dividend F is 1% USD			
D	Annual Stock Value	90,000		INR value of the stock option in the first year based on the allotted stock option, stock value is fluctuating & changes with stock market and reserve/carry forward rates.
E	Personal/Accident/Health/Term Insurance	25,000		This is a mean benefit and cannot be quantified
F	Perquisites (Personal benefits)	18,250		Variable upon completion of 5 years. Eligible for 15 days of last drawn basic, multiplied by number of years of service, in the termination, as per leave record at the time.
<b>Total Cost to the Company for first year (A+B+C+D+E+F)</b>		<b>1,04,23,250</b>		

- NOTE:
- TDS will be deducted at the applicable tax rate.
  - All Components (except CTA, CTA) under this basket will be administered by Company on production of bills. The reimbursement cycle will be as per Company's policy.
  - Employee can discuss the CTC structure with the "Payroll" Department and get the finalized CTC structure.
  - Please forward the investment declaration form and Previous employment data to the payroll department.
  - Employee who opt for Company's Car Facility will not be eligible for parking allowance.

I understand and acknowledge that this document has been published in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions contained herein.

SMRITI MATHUR  
Digitally signed by Smriti Mathur  
 Date: 2024.11.21 16:54:45 +05'30'

Signed  
 Authorized Signatory  
 Pogsystems Worldwide India Private Limited

Signed \_\_\_\_\_  
 Anna Reddy Uday Kiran Reddy



# India - your Total Rewards

## Powerful software, powered by people.

At Pega, we're on a mission to change the way the world builds software. We care about our great employees and are committed to offering the best total rewards and resources that meet employees' diverse needs and support their overall well-being – so everyone can be their best at work and at home.



## We focus on the prevention, understanding, and enablement of your health and well-being.

Personal

When you join Pega, you'll receive a wide range of **resources and activities** to help you stay fit and healthy – in addition to competitive and quality healthcare programs.

Physical

You can take part in our fun **PegaUp! global challenge** along with other **wellness events** and **activities**.

Financial

We also provide an **Employee Assistance program** and a free subscription to **Headspace** to help you practice mindfulness and live life with greater compassion, calm, and peace of mind.

Emotional



# Life@Pega

We have many **learning opportunities** available at Pega, including on demand learning platforms such as getAbstract, Udemy and edX, as well as financial support through our **Education Assistance program**.

We also offer a global parental leave program and flexible options for new parents to help with the transition back to work. We offer time away and leave programs to encourage all employees to take regular vacation days to disconnect and stay fit and healthy.

In addition, we're committed to giving back to our communities and encourage our employees to participate in the charitable causes they are passionate about through our **PegaCares program**. All Pega employees have **two paid volunteer days per year** for volunteering opportunities. Additionally, our **Talent Recognition program** supports Pega's culture of giving, enabling employees to convert their reward points into charitable donations.



## Your benefits at a glance - India



### Personal

- Flexible vacation and time off programs
- 26 weeks paid leave for main caregiver parental leave and 30 days paid leave for secondary caregiver
- Global recognition programs, including peer to peer
- Career development workshops and unlimited access to leading learning providers including Udemy for Business and getAbstract.
- Service Anniversary Awards
- Celebrating Personal Event (Birthday & Parental gift card)



### Physical

- Medical Health Insurance covering inpatient and outpatient department delivery
- Preventive Annual Health Check-up
- COVID-19 Insurance Protection
- Telehealth (Teleconsultation Service)
- BurnAlong on-demand health and wellness



### Emotional

- Employee Assistance program
- Headspace subscription
- Webinars and resources to support mental health



### Financial

- New hire & periodic equity grants
- Employee Stock Purchase Plan (ESPP)
- Short- & long-term disability insurance
- Critical illness insurance
- Accident insurance
- Short-Term Interest Free loan
- Group Term Life Coverage
- Child Day Care Program
- Car Lease Benefit
- Business travel accident insurance
- Employee Referral program





May 23, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear M Vamshi Krishna Reddy

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Software Developer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





May 23, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear M Vamshi Krishna Reddy

The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 29, 2022. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

You need to report at the Onboarding location on the joining date at 9:00 a.m. Please note that it is important to be on time to complete the joining formalities. If you arrive late, you will not be allowed to join and must reschedule your joining date.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the



Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
  - Voter ID card
  - Driving Licence
  - Aadhaar Card
  - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Hyderabad . However, your services are transferable and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during



the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
  - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).



- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- You will, by default, be enrolled in IBM's Group Mediciam Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.



- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance – A one-time amount of INR 25,000/- towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) – no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

A One time Premium Component of INR 50000/-, paid to you after you have joined IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire Premium Component to IBM. The Premium Component is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from your Premium Component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



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ANNEXURE A

DATE	May 23, 2022		
NAME	M Vamshi Krishna Reddy	BAND	06G
DESIGNATION	Software Developer	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		306165	
2. Annual Flexible Benefit Plan (FBP)		367399	
<b>3. Annual Reference Salary (ARS)</b>		673564	
4. Retirals			
a) Provident Fund (PF)		36740	
b) Gratuity @ 4.8%		14696	
<b>5. Annual Reference Salary + Retirals</b>		725000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.



OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS





The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



IBM CONFIDENTIAL

Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*



**10-Apr-2022**

**Dear Pabba Varshith,**  
B.E., Information Technology  
Chaitanya Bharathi Institute of Technology

**Candidate ID – 19715946**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

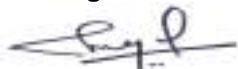
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** Pabba Varshith **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Pabba Varshith, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**Pabba Varshith**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:

Date:

**BE YOURSELF,  
MAKE A DIFFERENCE.**



Strictly Private and Confidential

**Date: 05/05/2022**

**Venkat Rohit Kumar Patnala**

**C10960731**

**HNo 55 BHEL OLD MIG Ramachandrapuram Hyderabad-500032**

**7680842200**

Dear **Venkat Rohit Kumar Patnala**,

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 - 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 , 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. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

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 14 days (fourteen 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 14 days (fourteen 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.

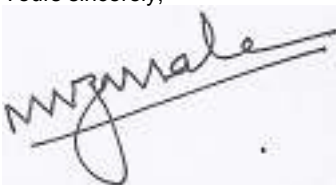
After accepting this Offer, we encourage you visit Countdown to the Company-

(<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

\_\_\_\_\_  
**Venkat Rohit Kumar Patnala**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	3,83,000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
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 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 458300/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	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) Local Variable Bonus (LVB)**

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). 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 LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB 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 LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs 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 are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

**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:**

<b>Insurance policy</b>	<b>Coverage for</b>	<b>Coverage amount</b>	<b>Premium paid by</b>
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.

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 addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**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. 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:

\_\_\_\_\_

**Venkat Rohit Kumar Patnala**

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."



23 July 2022

Ref No: 62369BR

Venkatesh Avula  
H No:1-76, BC Colony, Village:Nerada,  
Mandal: Chityal , District: Nalgonda - 508114,  
Telangana.

Dear Venkatesh,

Congratulations!

We take immense pleasure on your **provisional** appointment as **Junior Engineer** and welcoming you as a member in our ONE FORD family.

We are sure that you will find your career with Ford to be exciting. At Ford, we offer tremendous opportunities for you to make the best use and Go Further in the journey. Ford has always been a fun, safe and rewarding place to work. We encourage you to embrace yourself in our workplace initiatives to ensure we continue to be one of the great places to work in the country.

### **Important**

Read all the employment terms mentioned in this letter as provisional employment. Final appointment is subject to the following conditions:

- You should have successfully completed your graduation/post-graduation course in the academic year 2021-2022 with 60% aggregate or 6.0 CGPA.
- Submission of course completion certificate or equivalent document and final semester or consolidated mark sheet as a proof for your successful course completion is mandatory within 6 months of your Date of Joining, else it is deemed that your probation is extended further. Refer probation clause for more details.
- Your final appointment confirmation is subject to you fulfilling the above-mentioned conditions. In case if you fail to do so, your provisional appointment shall be terminated as per the discretion of Ford with or without prior notice.

Wishing you all the best!

**Authorized Signatory  
For Ford Motor Private Limited**





**PRIVATE AND CONFIDENTIAL**

**LETTER OF APPOINTMENT (PROVISIONAL)**

**Venkatesh Avula**

**H No:1-76, BC Colony, Village:Nerada,**

**Mandal: Chityal , District: Nalgonda - 508114,**

**Telangana.**

It gives us great pleasure to confirm to you our offer of **provisional** employment and set out its terms and conditions with **Ford Motor Private Limited** (the company). We extend this offer, along with the opportunities it represents, with full confidence in your capabilities.

We would like to welcome you aboard as a **Junior Engineer** in **SG04** and you will report to **Manager** – **Ford Credit** or to such other person nominated by him / her in the Company. Your Manager will communicate details of your role and work responsibilities in the initial weeks of you joining the Company.

Your initial place of work will be at **Chennai**. However, it is expressly agreed that your services are transferable, and you can be seconded or deputed based on business contingencies by the company to any operations in India or abroad; whether existing as on date of your appointment or to be established under the management and/ or ownership of Ford Motor Company.

#### **COMPENSATION AND BENEFITS:**

- Your remuneration will be as elaborated in Annexure A, which forms an integral part of this offer of employment. Your remuneration has been arrived at, based on your background and merit. You are expected to keep this information and any changes made therein from time to time as personal and strictly confidential. In case you have any queries, you may discuss the matter with your human resource representative. The company in accordance with its prevailing policy and practices will review your compensation periodically.
- Your remuneration will be subject to statutory and other deductions as per company policies and practices. You will be responsible for your tax liabilities and compliance under applicable tax laws and regulations.
- The company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of such plans, programs and practices.
- In addition, you will be reimbursed all official expenses incurred during the course of employment as per company policy, as laid down from time to time.

#### **WORKING HOURS:**

- The normal working hours will be for a duration of not exceeding 48 hours a week. Subject to the prevailing statutory provisions, the company may require you to work on any shift or public / weekly holidays based on business requirements.

#### **PROBATION:**

- You will be on probation for a period of six (6) months from the date of your commencing work. Unless notified to the contrary, you will be deemed to have been confirmed as a regular employee of the company on completion of the period of probation. This period may be extended at the absolute discretion of the company. During probation or at any time before confirmation, your services shall be liable to be terminated by either side giving one month's notice in writing or payment of salary in lieu thereof.

**TERMINATION:**

- Either party may terminate your employment at any time by giving to the other party Two (2) months written notice or payment of salary in lieu thereof. The decision on waiver of notice period or accepting notice pay in lieu of notice period will be at the management's discretion.
- Notwithstanding the above, the company reserves the right at all times to terminate your employment forthwith, without notice or payment in lieu of notice, if you are involved in gross negligence, misrepresentation, misconduct or any criminal offense or any other moral breach of your responsibilities.

**RETIREMENT:**

- Upon attaining the retirement age, your employment with the company will terminate. The present retirement age for this position is 60 (SIXTY) years. However, the employment can be extended for maximum period of two years with a consent from the employer / employee.

**OTHER TERMS AND CONDITIONS:**

- You will be governed by the rules and regulations of the company as applicable, enforced, amended or altered from time to time during the course of your employment. You are expected to comply with all directions given to you by the company and faithfully observe all the rules, regulations and arrangements applicable to you.
- While in the employment of the company, you are in no way allowed to be employed by any other company on a permanent, temporary, full time or part-time basis or offer your services, with or without pay, to any physical person, legal entity or public authority or to be occupied in your own business without the prior knowledge and consent of the company.
- You are required to disclose fully to the company all your business interests whether or not they are similar to or in conflict with the business(es) or activities of the company, and all circumstances in respect of which there is, or there might be, a conflict of interest between the company and you or any immediate relatives.



**CONFIDENTIALITY:**

- The terms of this offer is strictly confidential in nature and you shall not disclose to any unauthorized person, either during or after your employment with the company, for any reason, any information about the interest or business of the company or any affiliated Companies.
- You are not expected to disclose any information or documents, official or otherwise relating to the company without prior approval from the management in public papers, journals, pamphlets, leaflets and in virtual media.
- Any invention, development, discovery, formulae, plan, specification, program, design, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be subject matter of copyright whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the company, in connection with or in any way affecting or relating to the business of the company or capable of being used or adapted for use therein or in connection therewith shall be disclosed to the company and shall belong to and be the absolute property of the company.
- Upon termination of your employment with the company, you will be required to return to the company, all the assets and property of the company (including any leased properties), documents, files, books, papers, memos or any other property of the company in your possession or under your control.

**GENERAL:**

- Your employment is contingent on the results of a background check, which may include a personal history check and reference checks, and can include verification of education and work history. If the results of these investigations reveal information that is inconsistent with our standards, this offer may be cancelled or your employment with the company may be subject to immediate termination.
- This appointment will be contingent on you declaring your medical condition, which is deemed fit. Please submit your medical declaration to the company prior to you actually joining the services of the company.
- This offer letter, together with the annexures, constitutes the offer of employment, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the company or its affiliates.

- You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter at the earliest. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. In the event of us not hearing from you within a reasonable time period, it will be assumed that you have declined our offer of employment and the offer will automatically stand withdrawn.

We would like you to join the Company on **28 July 2022**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned in your welcome email.

We welcome you to our company and wish you a long-lasting and rewarding association with us.

**For Ford Motor Private Limited**

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**Authorized Signatory**

**Acceptance**

I have read the terms and conditions set out in this offer of employment and its annexures. I, **Venkatesh Avula**, hereby accept this employment and will adhere to the company policies, procedures, instructions, etc. as may be communicated to me from time to time by the management.

**Name: Venkatesh Avula**

**Signature:**

**Date:**

## ANNEXURE – A

**Name** : Venkatesh Avula

**Grade** : SG04

**Designation:** Junior Engineer

	Rs (Per Month)	Rs (Per Annum)
<b>Salary Break up</b>		
Base Salary	15533	186400
Flexible benefit allowance	23300	279600
<b>Total Cash (A)</b>	<b>38833</b>	<b>466000</b>
<b>Retirals (Employer Contribution)</b>		
Provident Fund @ 12% on the base salary (B)	1864	22368
Gratuity @ 4.81% on the base salary (C)	~747	~8966
<b>Total Pay (A+B+C)</b>	<b>41445</b>	<b>497334</b>
<b>Performance based Variable Pay</b>		~77077
<p>@ 15% of average total cash of your grade and is linked with Individual and Company performance.</p>		

**Authorized Signatory**  
**For Ford Motor Private Limited**

**Employee**

## ANNEXURE – B

### Additional Benefit Information – GSR

#### A. Reimbursements and Allowances in the Flexible Benefits Plan:

1. **Telephone Reimbursement:** You can claim reimbursement of telephone expenses, at actuals, and subject to a maximum of INR 24,000/- per annum for SG01 to SG04, FCG; and INR 36,000/- per annum for SG05 to SG08.
2. **National Pension Scheme (NPS):** NPS is a voluntary scheme introduced by the Government of India to enable individuals to save for their retirement. Employees can contribute towards NPS corporate Model through FBA module in ADP with a minimum contribution of INR.500 per month and without any upper limit. Only up to maximum of 10% basic salary is tax exempted out of the amount contributed towards NPS Corporate Model. This tax exemption is over and above 80C limit of INR 150,000/-.
3. **Leave Travel Allowance:** You can claim reimbursement of your holiday travel expenses incurred for self, spouse, dependent children, siblings and parents up to a maximum of INR 50,000 per annum for SG01 to SG04, FCG; and INR 100,000/- per annum for other grades. As per the prevailing tax rules, leave travel allowance can be claimed twice in a block of four calendar years.
4. **Meal Allowance:** This is a voluntary program and is applicable to employees based in non-plant locations only. You can choose to allocate up to INR 26,400 per annum from your FBA to meal allowance, which will be subject to tax exemptions as per prevailing income tax rules. All claims for reimbursement of expenses should be supported by appropriate bills/ receipts. Please note that these reimbursements/ allowances will be considered for tax calculations based on prevailing tax rules that may change from time to time. Retirement Benefits:

#### B. Incentive or Performance Incentive:

You will be eligible for Performance Incentive and / or bonus only if you are an employee on the rolls of the company as on 31st December of the performance year for which the annual Performance Incentive and / or bonus is declared or as per the applicable statute. Further you will be eligible to receive this payment only if you are on the rolls of the Company on the date on which the annual performance incentive and / or bonus is notified. At target performance level, your bonus payout will be equivalent to 15% of the average total cash for your grade. Bonus payments are based on company and individual performance and will vary based on these parameters. In case of a grade change during the year, the target bonus will be pro-rated for the number of months worked in the prior salary grade. Any employee drawing monthly basic salary less than or up to INR 21,000 will be eligible for INR 16,800 Bonus per year as per Bonus legislation. Bonus will be paid to eligible employees on monthly basis and this will be prorated based on working months/days. This will be part of FBA.

#### C. Retirement Benefits:

- 1) **Provident Fund** : The Company will contribute 12% of your base salary towards PF. The company contribution to PF will be in line with and compliant with the prevailing statutory provisions.
- 2) **Gratuity** : The Company will make provision for payment of gratuity in accordance with the Payment of Gratuity Act.  
You will be eligible for gratuity on leaving the services of the company at the rate of 15 days of Base salary for every year of service. This will be capped to a maximum of INR 2,000,000 in case of employees joining on or after 1st October 2018.

#### D. Life & Medical Insurance Benefits:

- 1) **Life Insurance:** You will be provided a life insurance cover based on your grade. The coverage available by grade is as below

Grade	Insurance coverage (Rs.)
GSR 1, 2 & 3	6,00,000
GSR 4, 5 & 6	7,50,000
GSR 7 & 8	10,00,000

- 2) **Hospitalization Insurance:** You, your spouse and two dependent children; or You and your LGBTQ partner will be covered under the company's hospitalization insurance policy. The annual medical insurance cover is INR 350,000/- per family insured. You can opt to cover your parents and a third child under our hospitalization insurance policy by paying the stipulated premium.
- 3) **Personal Accident Insurance:** You will be provided a personal accident insurance cover for a sum equivalent to sixty times of your monthly basic salary.
- 4) **Employee Deposit Linked Insurance:** Sum insured maximum up to INR 700,000.

- 5) **Dependent Benefit Scheme:** This is paid in the event of death of the employee enrolled in this scheme, due to any reason including accident. The amount paid to the beneficiary(ies) depends on the contribution from all employees who have enrolled in this scheme, which is further matched by Ford to a max of INR 500,000.
- 6) **Gratuity Risk Cover:** Varies by Age and Tenure.

#### E. Vehicle Benefits:

- 1) **Employee Car A plan:** As a Ford employee, you and your eligible relatives receive special discounts on selected Ford vehicles. For more details on the plan, please access Employee Car A Plan.
- 2) **Smilestone:** As a Ford employee, you and your eligible relatives receive additional discount above the existing Employee 'A' Car Plan upon completing long-term milestones with Ford. For more details on the plan, please access Smilestone – Plan under My Vehicle Programs.

#### F. Other Benefits:

- |  |   |
|--|---|
| <b>1. Long Service Awards</b>          | You are eligible to receive service awards on completion of five, ten and fifteen and twenty years of service.  |
| <b>2. AP Recognition Program</b>       | You are eligible to receive awards under this program. This program aims to recognize employees who have exhibited an enterprise view, displayed an innovation mindset, behaviours in line with our Ford+ Behaviours. You could refer to the AP recognition Policy in LifeatFord portal for more details. |
| <b>3. Transport</b>                    | Depending on the location of work, you may have access to subsidized transportation facilities.   |
| <b>4. Crèche</b>                       | Depending on the location of work, you may have access to the Crèche facility. The Crèche is provided for children in the age group, of 4 months to 4 years.  |
| <b>5. Non-Standard Shift Allowance</b> | Depending on your work timings, you may be eligible for non-standard shift allowance of Rs.350/- per day.   |
| <b>6. Variable Location allowance</b>  | Depending on the location of work and grade, you may be provided with Variable Location Allowance.  |

- Please refer to the policy documents or reach out to your HR representative for more details on the above allowances, reimbursements and benefits.

- The above-mentioned benefits are provided at this point of time and will be subject to revision from time to time based on Company's discretion.

**Bhukya Akhilandeswari**  
**CBIT Hyderabad - Chaitanya Bharathi Institute of Technology – Hyderabad**

**Date : 21-Feb-2022**

**Sub: Offer Letter for Management Trainee**

We thank you for successfully participating in Hitachi Energy Technology Services Private Limited (Formerly known as ABB Power Technology Services Private Limited) Management Trainee Selection Process and are pleased to inform that you have been selected for Training in our organisation as Management Trainee. Your Joining date will be **04 July 2022**.

Your tenure for the said Management Training shall be subject to following terms and conditions:

1. You shall be imparted the prescribed training as per the Management Training Program designed and finalized by the Company. The total duration of the Training shall be for a period of Twelve months, commencing from the date of your reporting for the Training program. During the course of training, you shall be required to reside at such place wherein the Company has its facilities/locations or at which the Training would be imparted. Your date of Joining and Training venue details will be communicated to you subsequently. You will be allowed to join us provisionally, even if your final examination results may not have been announced. However further continuation of Training will depend upon your successfully graduating in academics on or before 30<sup>th</sup> June 2022, with a minimum of 60% aggregate with no backlogs in any semester.

The location of training post induction would be in any of the location of **Hitachi Energy Technology Services Private Limited (Formerly known as ABB Power Technology Services Private Limited)** and it can be changed depending upon the need of the company and you would accordingly be notified by the company as and when required.

Your training shall be in any of our establishments within the Republic of India as may be directed by the Management from time to time and are liable to be transferred to any department, office or establishment forming part of our organization or our associates.

2. During the aforesaid period of Training, you shall be paid a remuneration of Rs.6,00,000/- per annum (Rupees Six Lakhs Only). A detailed break-up of the remuneration amount is enclosed herewith. Please note that during this training period, you will not be entitled to any reimbursement and/or payment or other benefits which are being provided to the employees of the Company.

In addition to the above compensation, you will also be entitled to receive an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only), provided you satisfactorily complete three full years of continued service, from the date of your Appointment as a Regular employee of the Company (from the date of Absorption). The three year duration should be exclusive of the notice period if any, in the event of resignation.

In case you leave the services of the company for any reason whatsoever, during the three years from the date of Absorption, you will not be eligible for any portion of this amount under any circumstance. As this amount is a one-time payment which is paid on satisfactory performance during the aforesaid three years, this amount will not be considered as a part of your Total Remuneration for the purpose of annual review.

3. You will be paid One time lumpsum amount of INR 24,000/- along with first month's salary.
4. You shall be required to execute a Letter of Commitment to the Company. The prescribed format for this Letter is enclosed herewith.

**Hitachi Energy Technology Services Private Limited**

(Formerly known as ABB Power Technology Services Private Limited)

**Registered Office & Corporate Office:**

7<sup>th</sup> Floor, Brigade Opus, 70/401,  
Kodigehalli Main Road, Bengaluru -  
560 092  
Phone: +91 80 61995700  
CIN: U72501KA2019PTC124210

**Local Address:**

Brigade Opus, Amruthalli, International  
Airport road Bellary Road, Hebbal,  
560092 Bangalore

5. The Company, at its sole discretion may terminate the Training, during the training period, at any time without assigning any reason. In case you wish to discontinue the Training before completion of the training period of One year, you shall do so by giving One month prior intimation to the Company. In such an event, the Company reserves the right to demand refund of the Stipend amount paid to you so far, at its sole discretion.
6. Notwithstanding the above, your selection and joining for training shall be subject to you being found medically fit. Hence, you are required to undergo a complete medical check-up prior to reporting for Training as per the attached pre-employment medical examination form. A qualified Medical Practitioner (MD) will be required to examine you and duly certify medical fitness. You are requested to send the copy of the Hitachi Energy Pre-employment medical by 30th June 2022 for getting the clearance from the company. You need to bring the Medical report when you report for your training.
7. If you, alone or jointly with any other person or persons, make, acquire or device any inventions, patents, trade / service marks, industrial designs, matters relating to copyrights or its related rights, discovery, process or improvement or compile any data relating to any plant, machinery, system, appliance or apparatus or device or product, project, model, process, technique or method of manufacture or constructions, data, source codes, compilation, know-how, formula, calculations, patterns, drawings, business model, explanations and demonstrations and any other form of intellectual property thereof, arisen in and by the course of your employment shall become the property of any of the Hitachi Energy Group Companies or its affiliates (herein in this context referred to as Company). The Company be the owner of the entire rights, title and interest vested, contingent or in future in and to the said intellectual property in any country. If so required by the Company, you will sign and execute all documents and papers free of charge any time i.e. either during the course of employment or any time thereafter, to protect the Company's ownership relating to intellectual property in any form.
8. In consideration of the opportunities, training, communications / correspondences and access to techniques, know-how, trade secret that include but not limited to data, source codes, compilation, formula, calculations, designs, patterns, drawings, product, methods, processes, techniques, systems, business model, financial data, explanations and demonstrations etc. That will be made available to you or generated by you or accessed by you, you will be required to comply with the confidentiality norms of the company. Therefore, you shall maintain as secret and confidential all information, including proprietary information of any of the Hitachi Energy Group Company or its affiliates (herein in this context referred to as company), Terms of Employment and Compensation package except as may be required under obligation of Law or as may be required by the Company, in the course of your employment or any time thereafter.
9. In the event you are required by law to disclose any Confidential Information of the Company, you shall give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.
10. Apart from the National and Festival holidays applicable to the respective locations wherever you are posted, you will also be entitled for fifteen days of advanced paid leave which will be credited in your Leave Account during your training period. This will be governed as per the leave policy of the company applicable from time to time.
11. You shall abide by the Company's Code of Conduct and Business Ethics and to that effect you would provide an Undertaking or such declaration / acknowledgement as would ensure strict compliance thereof on your part.
12. You will also be required to submit the following documents at the time of joining.
  - a) Original Mark Sheet of your Graduation - for verification.
  - a) Documentary evidence of Date of Birth - for verification.
  - b) Original Pan Card – for verification.

**Hitachi Energy Technology Services Private Limited**

(Formerly known as ABB Power Technology Services Private Limited)

**Registered Office & Corporate Office:**

7<sup>th</sup> Floor, Brigade Opus, 70/401,  
Kodigehalli Main Road, Bengaluru - 560 092  
Phone: +91 80 61995700

**Local Address:**

Brigade Opus, Amruthalli, International  
Airport road Bellary Road, Hebbal,  
560092 Bangalore



- c) Three sets of recent passport size photograph.
- d) One set of photocopies of a, b & c - for submission.

Kindly note that any expense that you may incur on account of reporting for Training will not be reimbursed.

We are sending you the original Offer Letter and a photocopy of the same. We request you to return the photocopy of the Letter, duly signed, within two weeks of receiving this Letter. This will be considered as a mark of acceptance of our Offer for Management Trainee, on the terms and conditions mentioned in the Letter. If we do not receive the signed acceptance copy of the Offer Letter within the said two weeks, it will be deemed that you are not interested in our offer as Management Trainee.

We trust your association with the company will be for mutual benefit.

Yours faithfully,

For **Hitachi Energy Technology Services Private Limited (Formerly known as ABB Power Technology Services Private Limited)**.

**Sd/-**

**Divya DJ**

HUB Talent & Learning Lead

**Sd/-**

**Venkat P**

Talent Acquisition Lead - India

I hereby accept the above Offer and the terms and conditions mentioned therein.

*B. Archilandeswari*

**(Signature of the Trainee)**

**Hitachi Energy Technology Services Private Limited**

(Formerly known as ABB Power Technology Services Private Limited)

**Registered Office & Corporate Office:**

7<sup>th</sup> Floor, Brigade Opus, 70/401,  
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Phone: +91 80 61995700

**Local Address:**

Brigade Opus, Amruthalli, International  
Airport road Bellary Road, Hebbal,  
560092 Bangalore





**To,**  
**Anusree**  
**Hyderabad**

**Congratulations!** Welcome to Vodafone Idea Limited!

With reference to your application and subsequent selection process, we are pleased to include you as part of the Graduate Engineering Trainee Program in our Organization.

On joining, you shall be designated as **Graduate Engineering Trainee** in the **Technology** function. Your place of posting will be **Hyderabad**.

We are enclosing the details of your compensation package of **Rs. 4,50,000** along with this letter of intent. A formal letter of appointment stating the terms of employment will be issued to you upon you joining us.

This Letter of Intent is subject to you satisfying the following:

1. A confirmation to join Vodafone Idea Limited on **01<sup>st</sup> Aug, 2022**
2. Your clearance of the Pre-employment Medical Examination by a Medical Officer designated by the company
3. A positive Background verification of your educational qualification(s) and employment check (if applicable).

Kindly accept this letter indicating your acceptance of our terms and conditions by **31<sup>st</sup> May 2022**. You are requested to submit the self-attested copy of documents mentioned below on or before your joining day.

- Documentary evidence of date of birth (PAN Card, Voter ID)
- Attested copy of all Educational Qualifications (SSC, HSC, Graduate Degree/Diploma)
- Four passport size photographs (against a white background only)
- PAN Card copy

Please note that all the above documents and information provided by you form the basis of your representation and our offer, and the same shall be subject to verification as may be required by the Company from time to time. By acceptance of this Letter of Intent, you hereby confirm that you are not subject to any ongoing restrictions or obligations, which would prevent or otherwise place limitations on your ability to join us from your designated start date.

We wish you the best and believe that you will have a fruitful and successful career with us.

<b>Annexure : Compensation Details</b>			
	<b>Rupees per Month</b>	<b>Rupees per Annum</b>	
<b>Monthly Component (A)</b>			
Basic Salary	15,000	180,000	
Management Allowance#	7,587	91,040	
HRA @ 50% of Basic	7,500	90,000	
<b>Retirals ( B)</b>			
Provident Fund @ 12% of Basic	1,800	21,600	
Gratuity @ 4.81% of Basic	722	8,664	
<b>Total Fixed Pay (A+B)</b>	<b>32,609</b>	<b>391,304</b>	
<b>Variable Target (C)</b>			
Variable Target Pay*	4,891	58,696	<b>Variable Pay is @ 15% of Fixed Pay</b>
<b>Target CTC (A+B+C)</b>	<b>37,500</b>	<b>450,000</b>	

# Payout as per applicable (Target Variable Pay/Target Commission (Sales Incentive Plan) and continued employment with Vodafone Idea Limited as per policy.

# Management Allowance & Target Variable Pay, inclusive of statutory bonus, if any, applicable under statute.

As discussed and agreed under your contract of employment with Vodafone Idea Limited, it is hereby confirmed that in the compensation package the employer contribution of the Provident Fund shall be paid only on the Basic wages as specified above. Accordingly, to enable you to avail more cash component in hand in CTC, for the retrials component as the PF contribution and deductions, only the basic wage is considered and no other allowances, payments made under your terms of employment should be treated for PF contribution / deduction purposes.

“The TVP/Incentive (basis applicability) amount mentioned above, is at Target (inclusive of statutory bonus, if any) and actual pay-out against it can range from nil to the upper limit as may be prescribed in line with the Variable Pay guidelines/policy of the Company. The final decision on any Variable Pay pay-out will be at the sole discretion of the Company.”

Thanks and Regards,

**Khyati Mishra**

HR Ops-CODE & SNOC (Hyd)

+91 9885014741



[myvi.in](http://myvi.in)

Connect with us







**April 22, 2022**

**Candidate Ref#: 5990805**

**Anusha Dasari  
#40605, Indu Fortune Fields Gardenia KPHB Ph-13, Kukatpally ,  
Hyderabad,  
Telangana 500085  
India**

Dear **Anusha Dasari**,

It is indeed a pleasure to welcome you to **PepsiCo Global Business Services India LLP** ("The Organization") as an integral member of the team. We look forward to working together towards achieving PepsiCo's vision, to be the global leader in convenient foods and beverages by winning with purpose.

This is to confirm our offer to you for the position of **Graduate Engineer Trainee - IT**, to be initially based at **Hyderabad** -IND. Please find enclosed a copy of our offer to join. Please review the same and agree to the terms & conditions stated online, once you join us, for our records.

Please do not hesitate to contact us if there is anything we can do to ensure that your transition to our Organization is as smooth as possible.

Regards,

**Avantika Susan Nigam  
Head of HR**

Enclosure: Appointment letter

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)* LLP Identification Number: AAO-6786**

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



April 22, 2022

Candidate Ref#: 5990805

Anusha Dasari  
#40605, Indu Fortune Fields Gardenia KPHB Ph-13, Kukatpally ,  
Hyderabad,  
Telangana 500085  
India

Dear Anusha,

We are pleased to confirm our offer to join “**PepsiCo Global Business Services India LLP**” (“The Organization”) as a **Graduate Engineer Trainee - IT**. The primary terms and conditions are as follows:

Your appointment will be effective from the date of joining which shall not be later than **July 11, 2022** and based in Hyderabad-IND.

1. Place of Work:

During the course of your employment with the Organization, your services are liable to be transferred, seconded or deputed to any of the divisions, branches or companies belonging to, or affiliated to, or associated with the Organization either existing as of date or which may come up in future from time to time. Such transfer, secondment or deputation may be within India or overseas.

2. Compensation and Allowances:

The Total Fixed Pay offered to you is INR **985817.00** per annum. This includes statutory retiral. The Target Variable pay offered to you is INR **91953.00**, and the pay-out is subject to your meeting the performance criteria as per the organization’s annual bonus policy. The details of the compensation offered are attached in Annexure A. The details of the compensation offered are attached in Annexure A.

In the event that, prior to your first anniversary of your Date of Joining, you resign from your employment for any reason or your employment is terminated by the Organization for reasons detailed under this Appointment letter (i) you will be entitled to retain only that portion of the sign-on cash bonus determined by multiplying the sign-on-cash bonus by a fraction, the numerator of which will be the number of whole months that have elapsed from your Start Date to your termination date and the denominator of which will be 12 (such amount, the “Earned sign-on cash bonus”), (ii) you will promptly repay PepsiCo any portion of the sign-on cash bonus already paid to the extent it exceeds the Earned sign-on cash bonus and (iii) you will forfeit any unpaid portion of the sign-on cash bonus.

The Organization reserves the right to change any element of Compensation.

3. Medical:

You and your immediate family members, consisting of spouse, dependent children, will be covered under the Organization medical scheme on any hospitalization subject to a limit of Rs. 4,00,000 (governed by the Medical Insurance Policy).

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500075

Tel: +91 40 7136 9000



# PEPSICO

4. Annual Leave:

You are entitled to Annual leave in accordance with Organization policy.

5. Termination:

Your services with the Organization can be terminated by either side, without assigning any reason, by giving 60 (sixty) days' notice in writing ("Notice Period"). Upon resignation, you will be required to serve the full Notice Period. Any leave taken during Notice Period will be added to the Notice Period. The Organization reserves the right to terminate employment of an employee, for any reason whatsoever, by giving notice as applicable or 'Basic Pay' in lieu of the notice period as applicable, for the level. In case of gross misconduct, negligence, fraud, embezzlement or misappropriation, employment may be terminated by the Organization forthwith without any notice or compensation in lieu thereof.

6. Non-Disclosure:

You acknowledge and agree that unauthorized disclosure of the confidential information or trade secrets of the Organization or any of its affiliates would cause irreparable loss and damage to Organization, and that you shall, besides being liable to be terminated of your employment on this account, will also be liable to be proceeded against for such relief, including but not limited to, damages.

7. Non-Compete:

In signing this Offer and Appointment letter, you agree that during the period of twelve (12) months following the termination of this agreement, you shall not:

- (a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with beverage or snacks business of the Organization, or any entity associated or affiliated with the above businesses, in the U.S., India, Thailand, or any other countries with respect to which you have performed services for the Organization or any of its affiliates.
- (b) Solicit or endeavor to entice away from the Organization or any of its affiliates any employee, or any other person engaged by the Organization or its affiliates, (whether or not such a person would commit any breach of contract by reason of leaving the service of the Organization or its affiliates), or any customer of the Organization or its affiliates.
- (c) Disclose to any unauthorized person or persons or misuse confidential information or trade secrets of the Organization or any of its affiliates.

8. Termination Payments:

As consideration for the Organization paying your relocation expenses, notice period, sign on cash bonus if any, or any other incidental expenses, you agree that if you voluntarily leave the Organization to join another Organization within a period of twelve (12) months, then as per the Organization's policy/ies, you will be required to repay the Organization such expenses or allowances, as applicable. Further, you understand and agree that any amount you owe the Organization, for whatever reason (including amounts related to the repayment of relocation expenses or allowances), at the time you terminate your employment will be deducted, in whole or in part, from your last pay check(s) and/or expenses reimbursement.

9. Governing Laws:

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

***(This entity is registered with Limited Liability)*** LLP Identification Number: AAO-6786

Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
500075

Tel: +91 40 7136 9000



Your right to any compensation or benefit referenced in this Appointment letter will be determined under the terms of the applicable plan or program. In the event of a dispute, this Offer and Appointment letter shall, for all purposes, be governed and construed in accordance with the law of India, without reference to principles of conflicts of laws.

10. Retirement:

You will retire from services of the Organization on the day you complete the age of 60 years or such age as decided by the Organization from time to time.

11. Safety:

The employee agrees that during the term of Appointment, he shall comply with the safety policy / norms prescribed by the Organization from time to time. In case of non-compliance / breach of any terms and conditions of the safety policy/norms, the Organization shall be entitled to take such action as deemed fit by the Organization and/or as per applicable law, including termination of the employment with the Organization.

12. Code of Conduct:

You will adhere, at all times, to the Organization's Code of Conduct, all Organization policies and to the laws and regulations of any country in which you work.

13. The Organization conducts background checks on all new employees. All employment confirmation is subject to satisfactory completion of the background verification.

14. Acceptance

I have read, understood and accept the conditions of my employment outlined above. By electronically accepting below, I accept the terms and conditions of this Letter of Understanding and I acknowledge receipt and acceptance of several Company documents sent electronically using Kenexa Candidate Zone (including but not limited to Personal Information Form). Furthermore, I am aware that by affixing my electronic signature to the offer sub-response form and any of these Company documents, it is a legally binding equivalent of my handwritten signature and that in future I may not repudiate the meaning of my electronic signature.

We are happy to welcome you to our Organization and look forward to you building a mutually beneficial long-term association with the Organization.

For and on behalf of PepsiCo Global Business Services India LLP,

Regards,

**Avantika Susan Nigam**

**Head of HR**

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

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Hyderabad Office: 14th Floor, SY No 107, Laxmi Infobahn, Tower 2, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana  
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**ANNEXURE A**

**Name of Candidate: Anusha Dasari**

**External Title – Function: Graduate Engineer Trainee - IT**

**DOJ: July 11, 2022**

Component	Details / Linkage	Amounts in INR p.a.
Basic Salary	Basic Pay is 40% of GBS Fixed Pay	₹ 3,94,327
Flexible Compensation	This amount can be apportioned to HRA, LTA, NPS, Telecom Reimbursement and other components as per employee choice	₹ 5,25,204
<b>GBS Base Pay</b>	<b>Annual Guaranteed Cash</b>	<b>₹ 9,19,531</b>
Provident Fund (PF) - Employer Contribution	12% of Basic	₹ 47,319
Gratuity	4.81% of Basic	₹ 18,967
<b>GBS Fixed Pay</b>	<b>Sum of all components above</b>	<b>₹ 9,85,817</b>
Annual Bonus	Performance linked payout Annual payment for the year is pro-rated basis the month of joining for employees joining before 1st Oct and joiners on 2nd Oct and after are not eligible for that year's bonus	₹ 91,953
<b>GBS Total Cost to Company</b>	<b>Sum of PepsiCo Fixed Pay &amp; Variable Pay</b>	<b>₹ 10,77,770</b>

**PEPSICO GLOBAL BUSINESS SERVICES INDIA LLP**

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500075

Tel: +91 40 7136 9000



**Wednesday, January 26, 2022**

**Noorain Fathima**

**ugs18065\_it.fathima@cbit.org.in**

Dear **Noorain**,

Following our meeting and verbal offer, we are happy to appoint you as **Software Engineer I** at F5 Networks Innovation Private Limited, Hyderabad (hereinafter referred to as "**F5 Networks**" or "**Company**") for the SEZ unit with its office located as follows:

**F5 NETWORKS INNOVATION PRIVATE LIMITED**

**The Skyview – Building 20, 8th Floor (Units 801 to 804)**

**Sy.No. 83/1, Plot Nos. 22, 23, 24, 31, 32 & 33**

**Raidurgam, Madhapur,**

**Hyderabad - 500 081.**

This letter sets out the main terms and conditions of your employment with the company.

**Santhosh Kumar RUDRAGOUNI** will be your Manager. You can accept this offer by signing this letter and the enclosed nondisclosure and assignment agreement and returning them to F5 Networks. This offer will remain open for three business days (not including holidays or weekends) from the date of offer issuance.

Your employment will commence with effect from **Monday, July 11, 2022** or your actual date of joining. In the event you fail to join on or before **Monday, July 11, 2022** this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

**Duties and Functions**

During the term of your employment, you shall perform such duties and responsibilities as are normally associated with your role and such duties assigned to you by the Company from time to time. During your employment with the Company, you will devote your best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's policies and procedures.

**Probation**

You shall be on probation for an initial period of six (06) months (the "Probation Period"). The Probation Period may be extended by the Company at its discretion based on your performance. At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard. At the expiry of the Probation Period, your employment is deemed confirmed unless notified otherwise.



Post your joining, for the initial few weeks you will undergo new hire induction and training for the products you will be working on.

### **Location**

The principal place of your employment will be the Company's offices located at **HYDERABAD - India**. However, you may be required to provide services to other F5 Networks subsidiaries or affiliated companies as part of your employment with the Company and may be expected to travel in the course of your duties. Further, your employment may be transferred, at the sole discretion of F5 Networks, to any entity subsidiary, affiliated, or group company of F5 Networks within India, and you hereby agree to such transfer so long as your employment with such entity is substantially on the same terms as set out herein.

### **Compensation**

Your compensation plan is designed to provide you **INR ₹1,200,000.00** in annual income less statutory deductions and other required withholdings, payable in twelve monthly equal installments at the end of each calendar month in accordance with Company policy. A breakdown of your compensation together with other compensatory benefits is provided in **Annexure 1** hereto.

### **Working Hours**

The normal working hours are nine (09) hours each day, Monday to Friday, including a one (01) hour lunch break. The Company shall be free to amend and stagger the working hours in accordance with business requirements. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

### **Annual Leave, Sick Leave and Holidays**

You will be entitled to annual leave, sick leave and holidays in accordance with Company policy and applicable laws.

### **Personal Information**

You consent to the Company or its agents collecting, using, disclosing and retaining your personal information, including health information, for the purposes of managing and administering the employment relationship. This includes information related to the creation, administration and termination of employment, and may include the transmission of personal information in or outside India and/or the exchange of personal information with third parties for certain purposes, such as for benefit and payroll related matters.

You hereby agree that we may share your personal data with authorized employees and/or contingent workers of F5 Networks Inc, its subsidiaries and affiliated companies ("Affiliates"), and with third party contractors, consultants, auditors, legal advisors and vendors ("Outsourced Service Providers") as well as courts and governmental agencies, who may or may not be located in the country where you are located, specifically in relation to the administration/management of your employment and for the purpose of enabling the performance of your work within the F5 Networks group of companies. You further agree that such Affiliates and Outsourced Service Providers may collect, maintain, use, transfer, store and process your personal data on behalf of us and that such personal data may be collected, maintained, used,



transferred, stored and processed in countries outside of the Republic of India including in particular and without limitation, the US, Singapore, India and other relevant countries where we and/or our Affiliates has a legal entity. All personal data collected, maintained, used, transferred, stored and processed in countries outside of the Republic of India shall be governed by applicable laws regarding cross-border data transfer.

### **Employee Non-Disclosure and Assignment Agreement**

As a condition to your appointment, you will be required to execute the Non-Disclosure and Assignment Agreement (in the form provided for in Annexure II) along with this Appointment Letter with the Company and you consent to abide by the provisions of such Non-Disclosure and Assignment Agreement at all times.

### **Termination**

- During the probation period the Company may terminate your employment, at any time, with or without cause, upon fourteen (14) days' prior written notice or payment of salary in lieu thereof. After the confirmation of your employment, subject to applicable laws, the Company shall be free to terminate your employment at any time upon issuing a thirty (30) days' prior written notice to you. It is clarified that in case of a termination of your employment by the Company hereunder, the Company may, at its sole discretion, relieve you from your duties immediately upon payment of salary in lieu of the notice period.
- You may resign from your employment with the Company at any time upon providing thirty (30) days' advance notice in writing of your last intended day of work. The Company reserves the right to waive this notice of resignation period, either in whole or in part. To the extent that the Company waives such notice of resignation, you will be entitled to payment in lieu of such waived notice period together with other accrued entitlements that may be owing to you as of your last day of active service.
- Notwithstanding anything herein, the Company shall be entitled to terminate your employment for Cause, without notice or any payment of compensation. For the purposes of this provision, termination for "Cause" shall include (i) your gross neglect or willful material breach of your principal employment responsibilities or duties, (ii) you being found guilty of a crime involving moral turpitude, (iii) fraud in the course of your employment with F5 Networks or any of its subsidiaries, (iv) giving false information regarding your educational qualifications and experience, (v) the material breach by you of any other provision of this Appointment Letter which continues uncured for a period of thirty (30) days after notice thereof by F5 Networks; or (vi) If you do not meet the performance level expected of you in the role which you are employed in and you continue to not meet the required performance level after being placed on a performance improvement plan.

### **Consequences of Termination**

On the termination of your employment for whatever reason, you will return to Company or the Company's designee immediately but not later than three (03) days, all property; documents, Proprietary Information, data, assets and/or any papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like in your possession or under your control relating to your employment or to clients' business affairs.

### **Company Policies**

F5 Networks shall be entitled to make policy declarations from time to time, in accordance with the laws of India, and such policy declarations shall be binding on you so long as you are in F5 Networks' employment. The Company may modify or cancel your benefits, change policy or plan documents, the structure of your



compensation, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location) and duties and responsibilities from time to time by providing you at least twenty-one (21) days' notice.

### **Borrowings/accepting gifts**

You will not borrow/accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **Training Related Expenses**

Should you voluntarily leave F5 Networks or be terminated for Cause within the first 12 months from the start date, F5 Networks reserves the right to recover 100% of the out of pocket costs incurred by F5 Networks for your local/overseas training (e.g. travel and training course related expenses for New Hire Bootcamp). Under such circumstances, you shall allow F5 Networks to make the appropriate deductions via payroll from any monies owing to you. Alternatively, you would be required to make a payment to F5 Networks within a specific time period.

### **Taxation**

In terms of your employment with the Company, any amount payable by the Company to you towards Compensation, Allowances and/or any other payment shall be subject to deduction of withholding taxes under the applicable law. All requirements under Indian Tax Laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost and at no point shall the Company have any responsibility or liability in this regard.

### **Company Property**

You agree to always maintain in good condition F5 Networks' property, such as laptop, phone and any other items which may be issue to you by F5 Networks and entrusted to you for official use during the course of your employment. You shall return all such property to the F5 Networks prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by F5 Networks.

### **Severability**

All paragraphs in this Appointment Letter are separate and distinct provisions, severable one from the other. If any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall attach only to the provision to the extent of such invalidity or unenforceability, and all other provisions shall continue in full force and effect.

### **Entire Agreement**

You agree that this Appointment Letter, along with applicable plan documents and Company policies and procedures, govern your relationship of employment with the Company and that, taken together, these documents supersede, and render void any prior verbal or written representations concerning the terms or conditions of your employment with the Company.



## **Governing Law/Jurisdiction**

This Appointment Letter shall be governed and construed in accordance with the laws of India and any disputes hereunder shall be dealt with by the courts of competent jurisdiction at Hyderabad.

## **Miscellaneous**

You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination as and when deemed necessary by a medical officer appointed by the Company. Further the Company will also have the right to terminate your employment in case of your continued ill health. For purposes of this Appointment Letter "continued ill health" will include any illness which persists for a continuous period of more than 30 days and which, in the opinion of the Company, adversely affects due discharge of your duties under this Appointment Letter.

Subject to earlier termination of your employment in accordance with this Appointment Letter you shall retire from the services of the Company on the last day of the month in which you turn 60.

## **Compliance**

You acknowledge and agree that the Company may carry out background/reference checks to verify your antecedents. You further acknowledge and agree that the Company is issuing this Appointment Letter on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience, criminal records and any judgements relating to debts or insolvency. In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you or that the background/reference checks are not satisfactory, in the Company's sole discretion, it shall constitute a breach of discipline and your services will be liable to be terminated for Cause.

Sincerely,

{{Sig\_es\_:signer2:signature}}

{{N\_es\_:signer2:fullname}}

{{\*Ttl\_es\_:signer2:title}}

## **Acknowledged and Accepted**

I Noorain Fathima, accept the offer of employment on the terms outlined in the letter to me from F5 Networks Innovation Private Limited dated Wednesday, January 26, 2022, and the Employee Nondisclosure and Assignment Agreement. It is acknowledged and agreed that apart from the



aforementioned, there are no other oral or implied understandings regarding my employment by F5 Networks Innovation Private Limited.

**Signature:** {{Sig\_es\_:signer1:signature}}

**Date:** {{Dte\_es\_:signer1:date}}

**Passport No.:** {{\*Ttl\_es\_:signer1:Passport}}



# **Annexure 1**

Name: Noorain Fathima

Designation: Software Engineer I

Date of Joining: Monday, July 11, 2022

Department/Function: Engineering

## **Total Compensation / INR Per Annum**

Basic Pay: ₹720,000.00

Flexible Pay: ₹480,000.00

Total Base Pay: ₹1,200,000.00

Provident Fund Contribution @ 12% of Basic Pay: ₹86,400.00

Incentive (MBO) (Variable Pay): ₹120,000.00

Total Cost to Company: ₹1,406,400.00

- Gratuity shall be applicable and payable in accordance with the provisions of the applicable law.
- Professional Tax (PT), Tax Deducted at Source (TDS) and other applicable taxes shall be deducted per the provisions of the applicable law.
- Employee's contribution to Provident Fund (PF) to be deducted @ 12% of Basic Salary together with the applicable Employer contribution shall be deposited with the PF authorities each month.
- For the Flex Pay you will have to make your choices in the Payroll website post joining and thereafter you will have to satisfy the accounting / relevant departments by producing bills and receipts in respect to the actual amount paid by them for the purpose of computation and deduction of Income tax.

## **MBO Bonus ('Performance-Based Bonus Program')**

The MBO bonus will be paid once each quarter subject to the fulfillment of such performance targets as may be outlined by the Company. As a new hire, the MBO bonus will be pro-rated from your start date for the period of employment with the Company during the quarter, unless you start during the month prior to the end of the quarter, in which case, you will not be eligible for any pro-rated MBO for your first quarter. Please note that you must be employed through the end of the quarter to be eligible for payment for the relevant quarter. The MBO bonus will be paid out at the end of each cycle if the Employee and Company meets performance benchmarks. The amount of the bonus and its method of calculation (if any) are entirely at the discretion of F5 Networks at all times.





**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](http://www.barclays.com)

28 June 2022

Geddam Gayatri  
1-4-213/2/JPSC/113  
Janapriya Township, Kapra, Secunderabad  
Hyderabad  
500062

Dear Geddam,

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

Sanjeev Mishra  
Director HR Operations - GSC India

## 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

<b>Name</b>	Geddam Gayatri
<b>Employing Company</b>	Barclays Global Service Centre Private Limited ("the Company")
<b>Position</b>	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
<b>Start Date</b>	<p>1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.</p> <p>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.</p>
<b>Initial Place of Work</b>	<p>You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune – 411014.</p> <p>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.</p>
<b>Working Hours</b>	<p>Your hours of work will be an average of 40 per week Rest intervals and breaks are separate from the 40 hours of work.</p> <p>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</p> <p>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.</p>
<b>Probationary Period</b>	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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.

## Qualification/ 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,



**Sanjeev Mishra**  
Director HR Operations - GSC India  
28 June 2022

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: \_\_\_\_\_

## 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 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 to 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 offer or 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.



**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](http://www.barclays.com)

16 June 2022

Lakshmi Durga Sravya Oruganti  
G-7, Palm Breeze, Hanuman Nagar  
Manikonda, Puppalaguda,  
Rangareddy  
500089

Dear Lakshmi,

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

**Sanjeev Mishra**  
Director HR Operations - GSC India

## 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

<b>Name</b>	Lakshmi Durga Sravya Oruganti
<b>Employing Company</b>	Barclays Global Service Centre Private Limited ("the Company")
<b>Position</b>	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
<b>Start Date</b>	1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.

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.

**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.

**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.

**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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.

## Qualification/ 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,



**Sanjeev Mishra**  
Director HR Operations - GSC India  
16 June 2022

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: \_\_\_\_\_

## 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 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 to 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 offer or 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.



Hexagon Capability Center India Pvt. Ltd.  
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Hyderabad 500 081, India  
T: +91 40 7103 5000  
[www.hexagon-cci.com](http://www.hexagon-cci.com)  
CIN: U72200TG1987PTC014464

**Madhika Dosapati**  
H-No:3-117/3  
Gouraram, Siddipet  
Telangana

26 July 2022

Dear **Madhika**,

**Sub:** Employment Offer for the Position of a Software Engineer

Further to our recent conversations, based on your internship work in PPM Services division of Hexagon, we are pleased to offer you the position of **Software Engineer** in our organization.

You will be on probation for a period of 6 months from your date of joining is **1<sup>st</sup> Aug 22**

We offer you an Annual Gross Pay of **Rs. 570,000 (Rupees Five Lakhs Seventy Thousand)**.

An appointment letter with the detailed salary structure and Terms and Conditions will be sent to you on or before the date of joining.

Kindly sign and return a copy of this letter as a token of your acceptance. Please feel free to call us should you have any queries.

With Best Wishes,

For **Hexagon Capability Center India Pvt. Ltd.**,

A handwritten signature in black ink that reads "Manoj Patloori".

**Manoj Patloori**  
Executive Manager Talent Acquisition

A handwritten signature in black ink that reads "Madhika".

**Madhika Dosapati**

---

06-06-2022

Manasa Yaram

Madhapur, Hyderabad, Telangana, India

Dear Manasa Yaram

Subsequent to the interview you had with us, we are pleased to confirm your offer of employment with HDW, and offer you the position of “Software Development Engineer I” Level L1.

On commencement of your employment, your salary will be Rs. 1200000 per annum including benefits, allowances, and perquisites as per the Company policies. The detailed break-up of your cost to company (Twelve Lakh Rupees) is attached herewith as **Annexure-A**.

This letter of appointment contains the terms and conditions (refer **Annexure C**) relating to your employment with the Company and it supersedes any previous written or verbal agreement or discussions between you and the Company in relation to your employment.

We take pleasure in welcoming you to our organization and look forward to your contribution to the growth of the organization and yourself. We wish you all the best in your career.

**This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct.**

Please signify your acceptance to the terms and conditions of this letter by signing the duplicate copy and returning the same to us for the Company’s records.

**ANNEXURE-A: CTC BREAK-UP**

<b>SALARY COMPUTATION</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
Basic	589200	49100
Hra	235680	19640
Bonus	58920	4910
Lta	49100	4092
Special Allowance	245500	20458
Provident Fund	21600	1800
Total CTC	1200000	100000

**ACKNOWLEDGEMENT**

I, Manasa, agree to the terms and conditions stated as set out in the appointment letter and annexures annexed to the appointment letter.

I hereby confirm that I will adhere to the policies of the Company, as made applicable and revised from time to time, and discharge my duties to the satisfaction of the Company and its management.

**Signature:**

Date:

Place:

### **ANNEXURE-C: TERMS OF EMPLOYMENT**

Your employment at Head Digital Works Private Limited ("The Company") will be governed by the Company's policies as modified from time to time. Copy of the present policy(ies) will be made available to you on your joining the Company. In particular, and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

#### **1. Employment**

**Head Digital Works Private Limited (CIN: U72900DL2017PTC325102)**

**Registered Office:** Office No.2, 1st Floor, ASHI, 19, Rouse Avenue, Institutional Area, New Delhi- 110002

**Corporate Office:** 8<sup>th</sup> Floor, Atria Block, The V- Park, Software Units Layout, Madhapur, Hyderabad- 500081, India

**Email ID:** [info@bdworkx.in](mailto:info@bdworkx.in) **Tel:** 91-40-4215 4000



- 1.1. The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position in professional manner
- 1.2. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Company from time to time. It is also understood and agreed to by the Employee that his/her assignment, duties and responsibilities and reporting arrangement may be changed by the Employer in its sole discretion without causing termination of this Appointment Letter.
- 1.3. As a part of the conditions of the employment and for the purpose of compliance with the applicable law, the Employee hereby grants the Company consent to collect, retain and process the personally identifiable information and such other information of the Employee that the Employee may provide the Company, including without limitation, the information with respect to the Employee's age, gender and ethnic origin.

## **2. Training/Probation & Confirmation**

- 2.1 It is understood and agreed that the first 3 (three) months of employment shall constitute a probationary period for an employee having post qualification experience and 6 (six) months for a fresher from the effective DOJ during which period the Company may, in its absolute discretion, terminate the Employee's employment, without any notice or cause.
- 2.2 Confirmation shall depend upon satisfactory review of your performance, conduct and aptitude during the probation period.
- 2.3 On confirmation, the employee shall be entitled to all the benefits applicable to particular post relevant in the company from time to time as per the relevant service rules.

### **3. Remuneration**

- 3.1 The monthly remuneration shall be paid by bank transfer at your designated Bank A/c on the basis of your attendance.
- 3.3 The tax liability, if any, including income tax, arising on your CTC (both fixed and variable) will be your personal liability and will be governed by the applicable tax law.
- 3.4 The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by the applicable law.

### **4. Working Hours & Place**

- 4.1. As a general rule, the Employee will be required to work, from Monday to Friday from 9.30 am to 6.30 pm, for such hours at the desired location of the company and is necessary to suit the Company's business requirements and for the proper discharge of the Employee's duties. However, it is clarified that if a need arises due to exigencies at work, the Employee may be required to discharge his duty for such further hours and/or on such other days as the Company may deem fit.
- 4.2. You may be required to travel to other locations, in connection with office work at short notice.
- 4.3. The Employee shall report at the Madhapur, Hyderabad, Telangana, India of the Company. The Company may, after giving the Employee reasonable notice, transfer or assign the Employee's services to any place of business of the Company.

4.4. The Company may also depute the Employee to any work or assign the Employee's services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

## 5. **Relocation:**

Subject to the confirmation by email, you may be eligible for relocation expenses reimbursement as per the Company policy. In the event of your separation within 12 months of joining the Company, this amount shall be paid back to the Company.

## **Leave Entitlement**

**Annual Leave:** Your leave entitlement and encashment shall be as per Leave Policy of the Company (as amended from time to time) by which you shall be entitled to 14 days of earned leave ("EL") for each completed calendar year of service or pro-rata. In addition, you shall be entitled to 12 days of sick leave ("SL") every year.

- All earned leaves that are un-availed at the end of half year will be carried forward until the last month of the calendar year.
- At the end of the calendar year un-availed ELs up to 10 will be carry forwarded to the next year and the balance will be lapsed.
- All SL's will be lapsed
- Total leave's that can be accumulated are 45.
- At the time of resignation, not more than 45 accumulated ELs will be encashed.

## **7. Holidays**

- 7.1. The Employee shall be entitled to leaves as per the company's leave policy.
- 7.2. The Employee will also be eligible for public holidays, as may be decided by the Company.

## **8. Annual Increment**

- a) Salary shall be reviewed during annual appraisals and increments will be given pro-rata depending on your date of joining and upon your performance during the year. You shall be notified of the amount of your salary entitlement for the succeeding financial year.
- b) Notwithstanding the provisions stated above, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- c) In addition to salary, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

## **9. Term, Notice period and Termination**

- 9.1. Term: This Agreement shall be valid till last working day of the Employee duly accepted by the company or the termination of employment by the Employer.

9.2. **Notice Period:**

- i. Within three months from the date of joining, either party can terminate the employment by giving one month's notice or forthwith by giving one month's salary in lieu of notice, to the other party.
- ii. Post three months from the date of joining either party can terminate the employment by giving 45 days' notice period, which comprises a non-negotiable mandatory working period of 30 days' while the remainder of the notice period being negotiable on both sides.

9.3. Notwithstanding anything otherwise contained in this Appointment Letter, this Appointment Letter/the Employee's employment with the Company may be terminated by the Company without notice and/or without any payment in lieu of notice and without any other indemnities if the Company, in its sole discretion, has reasonable grounds to believe that (a) the Employee is guilty of misconduct or negligence, or has committed any breach of the terms and conditions contained herein; (b) employee has have received any illegal monetary benefits, gratuities, or other types of rewards, either in cash or in kind, from any other third party; and/or (c) the Employee has been dishonest in performance of his/her duties and responsibilities. Termination of this Appointment Letter under this clause would be without prejudice to:

- 9.3.1. The Company's right to claim the actual damages it has suffered through this breach and
- 9.3.2. Any other relief to which the Company may be entitled under contract, law or equity.

9.4. Misconduct will include without limitation:

- 9.4.1. Absence from service without prior notice in writing or without sufficient cause for seven days or more;
- 9.4.2. Going on or abetting a strike in contravention of any law;
- 9.4.3. Causing damage to the property of the Company.

9.5 On termination, the Company shall not have any further liability to the Employee other than for remuneration, allowances and perquisites, which have accrued prior to the effective date of termination of employment.

9.6 Upon termination of your employment (however it arises) with the Company, you are obligated to forthwith return all assets of the Company within your possession (without any loss or damage), failing which the Company reserves the right to take appropriate legal action against you and recover the cost for such damage or loss from any pending compensation due to you from the Company.

## 10. Duties and Other Activities

10.1. The Employee shall in all respects carry out and use his/her best endeavors in carrying out the objects of the Company and protect its interest in all things to the best of his/her ability and judgment and devote the whole of Employee's time and attention to the business of the Company.

10.2. The Employee is not allowed to undertake other professional activity or activities that may constitute a conflict of interest with the business of the Company, except with the prior written consent of the Company.

## 11. Confidentiality

) The Employee expressly agrees that he/she shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. The Employee shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Employee uses to protect its own Confidential Information. The Employee shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility.

) The Employee agrees at all times during the term of your employment and thereafter (without limit of time);

- To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.
- To return or destroy (as instructed by the Company) all the proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with the Company.

“**Confidential Information**” means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

The Employee understands that compliance of these confidentiality obligations is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the Company, as and when required by the Company.

## 12. Intellectual Property

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

You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or its nominees (including but not limited to waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957 or any other applicable acts).

## 13. Non-Compete

13.1 You will certify to maintain Customer exclusivity and to this end, during the validity of this Appointment Letter and for a minimum period of 1 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business, that directly competes with the kind of product/services that is offered by the Company to such client, either directly or indirectly with any of 'HDW', client or any third party exposed to you. In case you violate this provision, in addition to the paying towards the actual loss/damage caused to the Company, further necessary legal action would be initiated against you.

## 14. Non-Solicitation of Employees and Clients

You agree that during the period of your employment with the Company, and for two years after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company,



you will not, either directly or indirectly:

- a) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of the Company; or
- b) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom Employee had dealings as an Employee of the Company for any purpose related in any manner to the business of the Company.
- c) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.

**15. Warranty**

- 
- a) You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.
  - b) You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.
  - c) You warrant that you will comply with all HDW applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of HDW.
  - d) You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services

**16. Background Verification**

- a) Your employment is contingent upon background checks, verification of academic and professional credentials ("The Documents") and upon agreement to terms and conditions of the Appointment Letter. This Appointment Letter is based on the information furnished in your application for employment and during the interviews you had with us. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld, then your employment is liable to be terminated without notice.

- b) Falsification and Fabrication of the Documents - In case you violate this provision, in addition to the paying towards the actual loss/damage caused to the Company, further legal action would be initiated by the Company against you.

**17. Abandonment of Employment**

-

If the Employee is absent from work for a continuous period exceeding three working days without the consent of the Employer, or without notification to the Employer, or without just cause, the Employer shall have the right to terminate the Employee's employment under this Agreement without any notice. The 30 days' mandatory notice period is not applicable in this case.

**18. Indemnification**

The Employee shall indemnify the Company against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the Company in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Appointment Letter. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

**20. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of India. All disputes shall be subject to the exclusive jurisdiction of the courts at Hyderabad.

**21. ASSIGNMENT**

This offer of employment is assignable/transferable within the Group (i.e. "Head Digital Works Private Limited, its affiliates and subsidiaries") or to other organizations or legal entities as a result of any corporate

action. In the event of such a decision by the management, your employment will be transferred to the new organization, with existing terms and conditions.

## 22. General

- a) This letter contains the entire agreement between the Employee and the Company, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.
- b) All provisions regarding indemnification, warranty, liability, and limits thereon, and all restrictive covenants, including without limitation those with respect to confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Appointment Letter.
- c) Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.
- d) Any modification of this Appointment Letter shall be binding only if evidenced in writing signed by each party.

## 23. Employment benefits

### A. **Group and Accident Insurance:**

You will be covered under Company's Group Mediclaim Hospitalization Insurance under which the coverage

is Rs.10,00,000/- (Ten Lakhs) and GPA which is Rs. 500,000/- (as amended from time to time). The details on this policy will be made available to you at the time of your joining.

**B. Car Lease:**

Subject to your eligibility as per the car lease program upon completion of probation. In case an employee resigns during the tenure of the car lease, the employee at least prior to one month of his termination or at the time of tendering resignation, whichever is earlier shall mandatorily foreclose the lease or transfer the lease in his personal name or pay the balance of the residual book value of the vehicle and have the vehicle transferred in his name directly speaking to the Leasing Company.

**C. Provident Fund (PF) & Voluntary Provident Fund (VPF) Contributions**

- i INR 1800 per month will be deducted from your monthly base pay, and the same will also be contributed by us and accumulated to your PF.
- ii You have the flexibility to opt-in to contribute the whole of your basic salary as Voluntary PF contribution throughout the year.

**D. Gratuity:**

Gratuity over and above CTC payable as per law. An employee is eligible for gratuity on completion of 5 years of continuous service in accordance with the provisions of Income Tax Act' 1961.

**E. National Pension Scheme (NPS):**

The Company facilitates NPS contributions via payroll to allow up to 10% of basic salary as tax exemption under 80CCD(2). This is over and above the 1.5L exemption under 80C and 50k exemption under 80CCD(1b)

**F. Employee Assessment Program (EAP)**


Employee assessment program is a confidential service which equips and supports you as you meet life's challenges. It offers a range of eligible self-help resources as well as personalized help from professional

counsellors.

**G. Learning & Development**

Employee may pursue training of his/her choice (online or offline) which deems necessary for the employee to function properly in a current or future position subject to company's policy in this regard and approvals of the reporting manager.

**IN WITNESS WHEREOF the parties hereto executed two copies of this appointment letter on the dates set out below.**

<p><b>for Head Digital Works Private Limited</b></p>    <b>BY: Deepak Gullapalli</b>  <b>Title : CEO</b>	          <b>Signature of the Employee:</b>  <b>Title:</b>
--	--



**Wednesday, January 26, 2022**

**Neha Dammannagari**  
**ugs18071\_it.neha@cbit.org.in**

Dear **Neha**,

Following our meeting and verbal offer, we are happy to appoint you as **Software Engineer I** at F5 Networks Innovation Private Limited, Hyderabad (hereinafter referred to as "**F5 Networks**" or "**Company**") for the SEZ unit with its office located as follows:

**F5 NETWORKS INNOVATION PRIVATE LIMITED**  
**The Skyview – Building 20, 8th Floor (Units 801 to 804)**  
**Sy.No. 83/1, Plot Nos. 22, 23, 24, 31, 32 & 33**  
**Raidurgam, Madhapur,**  
**Hyderabad - 500 081.**

This letter sets out the main terms and conditions of your employment with the company.

**Santhosh Kumar RUDRAGOUNI** will be your Manager. You can accept this offer by signing this letter and the enclosed nondisclosure and assignment agreement and returning them to F5 Networks. This offer will remain open for three business days (not including holidays or weekends) from the date of offer issuance.

Your employment will commence with effect from **Monday, July 11, 2022** or your actual date of joining. In the event you fail to join on or before **Monday, July 11, 2022** this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

### **Duties and Functions**

During the term of your employment, you shall perform such duties and responsibilities as are normally associated with your role and such duties assigned to you by the Company from time to time. During your employment with the Company, you will devote your best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's policies and procedures.

### **Probation**

You shall be on probation for an initial period of six (06) months (the "Probation Period"). The Probation Period may be extended by the Company at its discretion based on your performance. At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard. At the expiry of the Probation Period, your employment is deemed confirmed unless notified otherwise.



Post your joining, for the initial few weeks you will undergo new hire induction and training for the products you will be working on.

### **Location**

The principal place of your employment will be the Company's offices located at **HYDERABAD - India**. However, you may be required to provide services to other F5 Networks subsidiaries or affiliated companies as part of your employment with the Company and may be expected to travel in the course of your duties. Further, your employment may be transferred, at the sole discretion of F5 Networks, to any entity subsidiary, affiliated, or group company of F5 Networks within India, and you hereby agree to such transfer so long as your employment with such entity is substantially on the same terms as set out herein.

### **Compensation**

Your compensation plan is designed to provide you **INR ₹1,200,000.00** in annual income less statutory deductions and other required withholdings, payable in twelve monthly equal installments at the end of each calendar month in accordance with Company policy. A breakdown of your compensation together with other compensatory benefits is provided in **Annexure 1** hereto.

### **Working Hours**

The normal working hours are nine (09) hours each day, Monday to Friday, including a one (01) hour lunch break. The Company shall be free to amend and stagger the working hours in accordance with business requirements. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

### **Annual Leave, Sick Leave and Holidays**

You will be entitled to annual leave, sick leave and holidays in accordance with Company policy and applicable laws.

### **Personal Information**

You consent to the Company or its agents collecting, using, disclosing and retaining your personal information, including health information, for the purposes of managing and administering the employment relationship. This includes information related to the creation, administration and termination of employment, and may include the transmission of personal information in or outside India and/or the exchange of personal information with third parties for certain purposes, such as for benefit and payroll related matters.

You hereby agree that we may share your personal data with authorized employees and/or contingent workers of F5 Networks Inc, its subsidiaries and affiliated companies ("Affiliates"), and with third party contractors, consultants, auditors, legal advisors and vendors ("Outsourced Service Providers") as well as courts and governmental agencies, who may or may not be located in the country where you are located, specifically in relation to the administration/management of your employment and for the purpose of enabling the performance of your work within the F5 Networks group of companies. You further agree that such Affiliates and Outsourced Service Providers may collect, maintain, use, transfer, store and process your personal data on behalf of us and that such personal data may be collected, maintained, used,



transferred, stored and processed in countries outside of the Republic of India including in particular and without limitation, the US, Singapore, India and other relevant countries where we and/or our Affiliates has a legal entity. All personal data collected, maintained, used, transferred, stored and processed in countries outside of the Republic of India shall be governed by applicable laws regarding cross-border data transfer.

### **Employee Non-Disclosure and Assignment Agreement**

As a condition to your appointment, you will be required to execute the Non-Disclosure and Assignment Agreement (in the form provided for in Annexure II) along with this Appointment Letter with the Company and you consent to abide by the provisions of such Non-Disclosure and Assignment Agreement at all times.

### **Termination**

- During the probation period the Company may terminate your employment, at any time, with or without cause, upon fourteen (14) days' prior written notice or payment of salary in lieu thereof. After the confirmation of your employment, subject to applicable laws, the Company shall be free to terminate your employment at any time upon issuing a thirty (30) days' prior written notice to you. It is clarified that in case of a termination of your employment by the Company hereunder, the Company may, at its sole discretion, relieve you from your duties immediately upon payment of salary in lieu of the notice period.
- You may resign from your employment with the Company at any time upon providing thirty (30) days' advance notice in writing of your last intended day of work. The Company reserves the right to waive this notice of resignation period, either in whole or in part. To the extent that the Company waives such notice of resignation, you will be entitled to payment in lieu of such waived notice period together with other accrued entitlements that may be owing to you as of your last day of active service.
- Notwithstanding anything herein, the Company shall be entitled to terminate your employment for Cause, without notice or any payment of compensation. For the purposes of this provision, termination for "Cause" shall include (i) your gross neglect or willful material breach of your principal employment responsibilities or duties, (ii) you being found guilty of a crime involving moral turpitude, (iii) fraud in the course of your employment with F5 Networks or any of its subsidiaries, (iv) giving false information regarding your educational qualifications and experience, (v) the material breach by you of any other provision of this Appointment Letter which continues uncured for a period of thirty (30) days after notice thereof by F5 Networks; or (vi) If you do not meet the performance level expected of you in the role which you are employed in and you continue to not meet the required performance level after being placed on a performance improvement plan.

### **Consequences of Termination**

On the termination of your employment for whatever reason, you will return to Company or the Company's designee immediately but not later than three (03) days, all property; documents, Proprietary Information, data, assets and/or any papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like in your possession or under your control relating to your employment or to clients' business affairs.

### **Company Policies**

F5 Networks shall be entitled to make policy declarations from time to time, in accordance with the laws of India, and such policy declarations shall be binding on you so long as you are in F5 Networks' employment. The Company may modify or cancel your benefits, change policy or plan documents, the structure of your





compensation, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location) and duties and responsibilities from time to time by providing you at least twenty-one (21) days' notice.

### **Borrowings/accepting gifts**

You will not borrow/accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **Training Related Expenses**

Should you voluntarily leave F5 Networks or be terminated for Cause within the first 12 months from the start date, F5 Networks reserves the right to recover 100% of the out of pocket costs incurred by F5 Networks for your local/overseas training (e.g. travel and training course related expenses for New Hire Bootcamp). Under such circumstances, you shall allow F5 Networks to make the appropriate deductions via payroll from any monies owing to you. Alternatively, you would be required to make a payment to F5 Networks within a specific time period.

### **Taxation**

In terms of your employment with the Company, any amount payable by the Company to you towards Compensation, Allowances and/or any other payment shall be subject to deduction of withholding taxes under the applicable law. All requirements under Indian Tax Laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost and at no point shall the Company have any responsibility or liability in this regard.

### **Company Property**

You agree to always maintain in good condition F5 Networks' property, such as laptop, phone and any other items which may be issue to you by F5 Networks and entrusted to you for official use during the course of your employment. You shall return all such property to the F5 Networks prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by F5 Networks.

### **Severability**

All paragraphs in this Appointment Letter are separate and distinct provisions, severable one from the other. If any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall attach only to the provision to the extent of such invalidity or unenforceability, and all other provisions shall continue in full force and effect.

### **Entire Agreement**

You agree that this Appointment Letter, along with applicable plan documents and Company policies and procedures, govern your relationship of employment with the Company and that, taken together, these documents supersede, and render void any prior verbal or written representations concerning the terms or conditions of your employment with the Company.



## **Governing Law/Jurisdiction**

This Appointment Letter shall be governed and construed in accordance with the laws of India and any disputes hereunder shall be dealt with by the courts of competent jurisdiction at Hyderabad.

## **Miscellaneous**

You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination as and when deemed necessary by a medical officer appointed by the Company. Further the Company will also have the right to terminate your employment in case of your continued ill health. For purposes of this Appointment Letter "continued ill health" will include any illness which persists for a continuous period of more than 30 days and which, in the opinion of the Company, adversely affects due discharge of your duties under this Appointment Letter.

Subject to earlier termination of your employment in accordance with this Appointment Letter you shall retire from the services of the Company on the last day of the month in which you turn 60.

## **Compliance**

You acknowledge and agree that the Company may carry out background/reference checks to verify your antecedents. You further acknowledge and agree that the Company is issuing this Appointment Letter on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience, criminal records and any judgements relating to debts or insolvency. In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you or that the background/reference checks are not satisfactory, in the Company's sole discretion, it shall constitute a breach of discipline and your services will be liable to be terminated for Cause.

Sincerely,

*Malvieka Joshi*  
Malvieka Joshi (Jan 26, 2022 20:46 GMT+5.5)

Malvieka Joshi  
Sr Director HR

## **Acknowledged and Accepted**

I Neha Dammannagari, accept the offer of employment on the terms outlined in the letter to me from F5 Networks Innovation Private Limited dated Wednesday, January 26, 2022, and the Employee Nondisclosure and Assignment Agreement. It is acknowledged and agreed that apart from the



aforementioned, there are no other oral or implied understandings regarding my employment by F5 Networks Innovation Private Limited.

**Signature:** *Neha*

**Date:** Jan 28, 2022

**Passport No.:** NA



# **Annexure 1**

Name: Neha Dammannagari

Designation: Software Engineer I

Date of Joining: Monday, July 11, 2022

Department/Function: Engineering

## **Total Compensation / INR Per Annum**

Basic Pay: ₹720,000.00

Flexible Pay: ₹480,000.00

Total Base Pay: ₹1,200,000.00

Provident Fund Contribution @ 12% of Basic Pay: ₹86,400.00

Incentive (MBO) (Variable Pay): ₹120,000.00

Total Cost to Company: ₹1,406,400.00

- Gratuity shall be applicable and payable in accordance with the provisions of the applicable law.
- Professional Tax (PT), Tax Deducted at Source (TDS) and other applicable taxes shall be deducted per the provisions of the applicable law.
- Employee's contribution to Provident Fund (PF) to be deducted @ 12% of Basic Salary together with the applicable Employer contribution shall be deposited with the PF authorities each month.
- For the Flex Pay you will have to make your choices in the Payroll website post joining and thereafter you will have to satisfy the accounting / relevant departments by producing bills and receipts in respect to the actual amount paid by them for the purpose of computation and deduction of Income tax.

## **MBO Bonus ('Performance-Based Bonus Program')**

The MBO bonus will be paid once each quarter subject to the fulfillment of such performance targets as may be outlined by the Company. As a new hire, the MBO bonus will be pro-rated from your start date for the period of employment with the Company during the quarter, unless you start during the month prior to the end of the quarter, in which case, you will not be eligible for any pro-rated MBO for your first quarter. Please note that you must be employed through the end of the quarter to be eligible for payment for the relevant quarter. The MBO bonus will be paid out at the end of each cycle if the Employee and Company meets performance benchmarks. The amount of the bonus and its method of calculation (if any) are entirely at the discretion of F5 Networks at all times.



Date: 21<sup>st</sup> Mar 2022

**Student Name : Poornima Siddineni**

**Salary Grade : SG04**

**Designation : Junior Engineer**

**Candidate ID : 4321473**

**Subject: Provisional Offer Letter**

We are pleased to inform you that you have been selected for employment with **Ford Motor Private Limited**, a wholly owned subsidiary of Ford Motor Company, USA.

Your tentative date of joining would be 25th Jul 2022 subject to acceptance of this offer. Any further change in DOJ will be communicated by Ford onboarding team. The terms & conditions of the provisional offer is given below.

**Terms and conditions for employment are subject to:**

- You should have successfully completed your graduation/post-graduation course in the academic year 2021-2022 with 70% aggregate or 7.0 CGPA.
- You will be absorbed as **Junior Engineer** on the date of joining and will receive the appointment letter prior to onboarding.
- During the initial period of your engagement, you will undergo training to understand Ford specific systems, processes and procedures.
- Your current place of work will be at Chennai. However, you should be flexible to work in any other Ford locations worldwide.
- During your period of service with the company you will receive a salary of **Rs.571446** per annum (Cost to Company), detailed salary break will be provided in the appointment letter.
- This offer letter is provisional subject to change and will not automatically entitle you to claim for an employment till you get the appointment letter.

We welcome you to the **Ford Family** and look forward for a long and mutually rewarding association with you.

**For Ford Motor Private Limited**

DocuSigned by:  
*Vittalnathan Nthiya*  
512BEA2B7C54408

**(Authorised Signatory)**

I acknowledge that I have received, read and understood all the terms and condition set out in this letter of offer and hereby agree, accept and undertake to abide by all the aforesaid terms and conditions.

**Signature:** *S. Poornima*

**Name:** Poornima Siddineni

**Date:** 02/05/2022

# Model N

29-Jun-22

**Prathyusha Konduti**  
**Hyderabad, Telangana. INDIA.**

## Letter of Offer

Dear **Prathyusha Konduti**,

We are pleased to extend offer to you for the position of “**Associate Member Technical Staff**” with Model N India Software Private Ltd to join us on **01-Aug-22**. You will be offered a CTC of **Rs. 7,61,250** per annum including **5%** bonus and additional benefits added in as per the below stack up. You will get the detailed appointment letter of the terms of the offer discussed with you on the date of your joining. Please let me know if you can wind up your prior commitments and join us by that date.

**Please find below the components of your salary break-up:**

Components	INR Per Annum
Basic salary (A)	<b>3,62,500</b>
HRA (B)	<b>2,17,500</b>
Employee Provident Fund and family pension fund (Company contribution) @12% on basic* (C)	<b>43,500</b>
Flexible components (Listed Below) (D)	<b>1,01,500</b>
Variable Compensation fully funded @ Target 5% (Based on Company & Individual Performance)	<b>36,250</b>
Cost To Company (CTC)	<b>7,61,250</b>
<b>RSU</b>	<b>USD 4000</b>

All Payments shall be made net of applicable taxes including Income tax, Professional tax etc.

### RSUs and ESPP

Model N management will recommend to the Compensation Committee of our Board of Directors that you be granted Restricted Stock Units (RSUs) with a value of **USD 4000**. The number of shares will be determined based on the average closing price of the month of hire. RSUs vest over a four-year period with 25% vesting on the first annual anniversary of the 15th day of the second month of the quarter of your start date and 6.25% vesting quarterly thereafter. In addition, as an employee of Model N, you will be eligible to participate in our Employee Stock Purchase Program (ESPP). The ESPP offers employees the opportunity to purchase Model N stock at a 15% discount using post-tax payroll deductions. Enrollment into the program occurs twice a year in February and August.

# Model N

## Flexible Compensation Components (D)

You may select from the following menu of flexible compensation components not to exceed a total of **Rs. 1,01,500** per annum. Conditions and limitations may apply.

Flexible Components	Description
Car Expense Reimbursement	Based on actual fuel bills for car owned by employees and used for office. Rs. 1800 per month if car engine capacity is up to 1600cc and Rs 2400 per month if engine capacity exceeds 1600 cc. RC book, fuel bills are required to be submitted.
Transport Allowance	1. For transportation expenses to and from the office, up to Rs. 2500 per month. 2. Employees can avail transport facility as per policy for commuting between home and office. This is subject to availability of vehicles on the requested routes. Transport/ Cab policy lays down the guidelines and the process.
Children Education Allowance	Rs. 100 per month per child for max of 2 children
Children Hostel Allowance	Rs. 300 per month per child for max of 2 children
Contribution to National Pensions Scheme (NPS)	10% of monthly Basic salary
Food vouchers/coupons	1. Food vouchers up to Rs. 2200 every month 2. Model N provides lunch in office at concessional cost and any changes therein will be updated from time to time.
LTA (Leave Travel Allowance)	Leave travel expenses will be reimbursed up to a maximum of Rs 50,000 per year subject to submission of proof of expenses and compliance with the rules laid down in the leave travel policy by the company
Flexi Component	Residuary amount to make up 100% of flexible component and fully taxed.
<b>SUB TOTAL (Flexible)</b>	<b>1,01,500</b>

## Additional Components / Benefits

In addition to the RSUs mentioned above, you will be eligible for

- Leave Encashment as per policy
- Gratuity as per Employment Laws
- Medical (Family Floater) Insurance + Group Term Life Insurance as per company policy

Please reach out to us in case you have any questions. We look forward to having you onboard soon.

Yours faithfully,  
For Model N India Software Pvt. Ltd



**Rajalakshmi Sivanand**  
Senior Director – Human Resources

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date: 05/07/2022**

**Rishika Mandadi**

**C10960737**

**H.No : 16-11-741/D/75, Musarambagh, Dilsukhnagar, Hyderabad - 500036.**

**9052841470**

Dear **Rishika Mandadi**,

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 , 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. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

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 14 days (fourteen 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 14 days (fourteen 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.

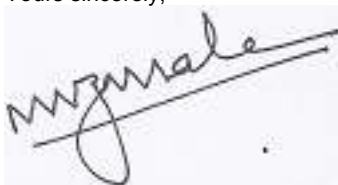
After accepting this Offer, we encourage you visit Countdown to the Company-

(<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

\_\_\_\_\_  
**Rishika Mandadi**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	3,83,000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
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 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	INR 458300/-
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	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) Local Variable Bonus (LVB)**

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). 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 LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB 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 LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs 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 are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

**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:**

<b>Insurance policy</b>	<b>Coverage for</b>	<b>Coverage amount</b>	<b>Premium paid by</b>
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.

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 addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**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. 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:

\_\_\_\_\_

**Rishika Mandadi**

Date:

Disclaimer

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**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date: 05/07/2022**

**Bejjanki Rishitha**

**C10960740**

**Plot 63, Flat no 502, Maheshwari Towers, Geetha nagar, A.S.Rao Nagar, Hyderabad-500062**

**6303549862**

Dear **Bejjanki Rishitha**,

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 , 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. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

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 14 days (fourteen 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 14 days (fourteen 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.

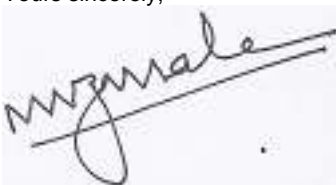
After accepting this Offer, we encourage you visit Countdown to the Company-

(<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

\_\_\_\_\_  
**Bejjanki Rishitha**

## ANNEXURE I

### COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
<b>(A) Annual Fixed Compensation</b>	3,83,000/-
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500/-
<b>Maximum Annual Total earning potential(A+B)</b>	4,15,500/-
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
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 11,400/-
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>INR 458300/-</b>
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	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) Local Variable Bonus (LVB)**

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). 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 LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB 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 LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs 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 are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

**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:**

<b>Insurance policy</b>	<b>Coverage for</b>	<b>Coverage amount</b>	<b>Premium paid by</b>
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.

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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 addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**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. 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:

\_\_\_\_\_ **Bejjanki Rishitha**

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."

## Letter of Appointment as Graduate Engineer Trainee ("Agreement")

We have pleasure in appointing you as a Graduate Engineer Trainee and we welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions

With reference to the offer of apprenticeship dated **Oct 14, 2021**, we have pleasure in offering you this contract of apprenticeship ("Agreement") appointing you as a Graduate Apprentice and welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions. Your identification number will be **T0035453**.

### 1. REQUIREMENTS

- a) Your engagement as a 'Graduate Engineer Trainee' under this Agreement is subject to you:
- (i) being declared and remaining medically fit by a doctor and in this regard a medical check-up certificate may be required to be submitted by you to the HR department before joining the Company. The Company has the right to get you medically examined by a medical practitioner, during the Training Period (defined below). In case you are found medically unfit, the Company may, at its sole discretion, terminate your Training Period as per the provisions of clause 10 of this Agreement.
  - (ii) Conforming to the eligibility criteria mentioned in the Graduate Engineer Trainee Offer Letter issued to you.

Clear scan copy of mandatory documents as specified in the Graduate Engineer Trainee Offer Letter to be uploaded within one week on the Company portal.

### 2. PERIOD OF TRAINING

The Agreement shall be for a period of three (3) months from the Effective Date ("Training Period") and shall continue, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.

Your training will consist of classroom and/or on the job training.

During the training you will be registered with the Director of Training and Regional Central Apprenticeship Adviser under the Government of India Apprentices Act, 1961.

During the training period, you will be continuously evaluated. In case you do not complete the training to our satisfaction, the appointment stands automatically cancelled.

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### 3. STIPEND & ALLOWANCES

Subject to Clause 2, the Company will pay you Stipend of 40000 per month amounting to 120000 per annum.

Company may deduct from your stipend, an amount of income tax, and any other sum which the Company may be required to deduct as per the Indian laws.

The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which a trainee remain on leaves as observed in the Company. However, stipend shall not be paid for the period for which an apprentice remains on leave other than as prescribed by the Company.

### 4. CONFIRMATION

Your appointment will be confirmed as an employee post the Training Period subject to clause 2 above. On such confirmation as an employee, you will at a minimum be governed by the terms & conditions mentioned in Annexure 1.

### 5. DECLARATIONS AND UNDERTAKINGS

- (a) You hereby declare that no other contract of apprenticeship subsists already between you and any other employer during the subsistence of this Agreement.
- (b) You undertake that you shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.

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## 6. DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- (a) You shall abide by the rules and regulations of the Company in all matters of conduct and discipline and carry out all lawful orders of the Company and your superiors in the Company.
- (b) You shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.
- (c) You shall conduct yourself as a trainee and not as a worker.
- (d) You shall learn the trade conscientiously and diligently and endeavour to qualify as a skilled craftsmen before the expiry of the Training Period.
- (e) You shall appear for periodical tests that may be conducted by the Company or other authorities
- (f) You will devote the whole of your time and attention to your duties in the utmost good faith, diligence and experience and in the best interest of the Company to the highest standards possible.
- (g) You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your training or otherwise. In the event any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same.
- (h) You are liable to be transferred/deployed to any of the establishments of the Company or worksites as and when required by the management.
- (i) The grievance, disciplinary and performance management processes which apply to you during the Training Period will be based on the standards followed by the Company.

Notwithstanding the foregoing, you shall comply with all your obligations under Applicable Law. You also agree to extend all reasonable and necessary co-operation to the Company in order to enable the Company to comply with its obligations under Applicable Law.

## 7. ABSORPTION

On successful completion of the Training Period, of which the Company shall be the sole judge, the Company will consider offering you employment in a suitable grade in the Company and will be based at any of our proposed SEZ sites or any other location across India. Your annual CTC including all benefits will be as per the details mentioned in 'Annexure-2'.

## 8. TERMINATION

Notwithstanding what has been stated in clause 4 (Expiry) above, this Agreement can be terminated by either party prior to the expiry of the Training Period with a 30-day advance notice to the you. Such termination will be in the manner and in accordance with process prescribed under the Applicable Law.

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## 9. CONDUCT

The course and manner of your training will be decided solely by the Company at its discretion and as per Applicable Law. Based on organizational requirements, you may be required to work as part of training in any department/development centre of the Company.

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 interest of the Company and/or its business (The Company being the sole judge thereof).

## 10. HOURS OF WORK, LEAVE AND PAID HOLIDAYS

You will be entitled to leaves and holidays as followed by the department and location to which you are assigned.

Your working hours will be as prescribed under Applicable Law and you will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

## 11. UNAUTHORIZED ABSENCE

Your unauthorized absence from work for a continuous period of more than 3days will be treated as absconding from duty, and in the event of your not reporting for work within 10 days from the date of absence, the same would be treated as "absconding from work" and it shall be deemed that you are no longer interested in the training. This will be considered as breach of the terms of this Agreement, and the Company may take action accordingly.

You will keep us informed about your local / contact details directly in HR systems whenever there is any change.

## 12. TRADE SECRETS AND CONFIDENTIAL INFORMATION

(a) "Confidential Information" means personally-identifiable or financial information regarding the Company or any of its affiliates and any of its respective former, current or prospective partners, officers, employees, trainees, agents, investors, clients, customers or investments that you may have access to or obtain, directly or indirectly, in the course of your Training Period under this Agreement and which is not in the public domain (or is in the public domain as a result of your acts or omissions in breach of this clause).

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(b) During the Training Period, you may have access to and become familiar with various trade secrets and Confidential Information. You shall acknowledge that such Confidential Information are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall at all times comply with the Company's policies and norms on confidentiality. You must never disclose the Confidential Information to any person outside or within the Company, except to persons to whom disclosure is necessary for the purpose of the Agreement. You must only use Confidential Information that is naturally associated with your training. You will treat Confidential Information with the same degree of care that you treat your own confidential or proprietary information, and in no event will you use a degree of care that is less than a commercially reasonable degree of care. You will (i) not disclose or use any Confidential Information except to the extent necessary to carry out your obligations under this Agreement and for no other purpose, (ii) not disclose Confidential Information to any third party without the prior written consent of the Company, (iii) and in the event of any unauthorized use or disclosure, actual or apparent theft, of any Confidential Information, immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and as soon as practicable following discovery notify the Company in writing of the breach.

### 13. INTELLECTUAL PROPERTY

- (a) "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), database rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- (b) You agree that during the Training Period any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.

### 14. BACKGROUND VERIFICATION

The Company reserves the right to conduct background verification prior to or after commencement of the Training Period to verify, including but not limited to, your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, identity, address, criminal records and other background checks. You hereby provide your express consent to the Company for conducting such background checks. Your appointment under this Agreement is subject to validation of any information provided by you to the Company.

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## 15. GENERAL

- (a) The Company may formulate / amend from time to time, policies on leave, sexual harassment, disciplinary issues, and code of conduct, amongst others, which shall form an integral part of the terms of your engagement with the Company as an apprenticeship trainee. It is important that you familiarise yourself with the regulations, employee handbook/ policies and codes of conduct of the Company for trainee as amended from time to time, all of which govern the engagement of apprenticeship trainees with the Company. Any failure to comply with the policies of the Company will be a material breach of your obligations under this Agreement. You shall be subject to the Company's policies, rules and regulations irrespective of whether these rules and regulations are individually notified to you or not.
- (b) This Agreement shall be governed by and construed in accordance with the Applicable Law and the parties to this Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Mumbai or as stated under the Applicable Law.
- (c) **Survival:** The termination of this Agreement (howsoever caused) shall not operate to affect clauses 10, 15, 16, of this Agreement which are expressed to operate or have effect thereafter.
- (d) **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.
- (e) **Amendment:** The terms and conditions of your engagement may be amended, supplemented or waived by the Company from time to time, subject to such amendment, supplement or waiver being within the limits of Applicable Law. Any such amendment, supplement or waiver will be notified to you.

## 16. PASSPORT AND AADHAR CARD

It would be to your advantage and in view of the business of LTI, all apprentices are required to possess a valid passport and an Aadhar Card. In case you do not already have one, you are required to obtain/produce a proof of having applied for the same at your own expense and intimate the same to the GOHR at your location, within two months of joining.

These above details need to be updated through HR Systems portal.

We welcome you to our Company and look forward to a long and fruitful association with you.

Yours faithfully,

for Larsen & Toubro Infotech Ltd.



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Ashish Naik  
Associate Director - Talent Acquisition

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I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advice in connection with this Agreement and basis such advise I have made a well-informed decision to enter into this Agreement. I will report for training at L&T Infotech - Mahape on: Jun 28, 2022



June 23, 2022

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Signature and Date  
Sai Rithika Manne

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**ANNEXURE 1 – EMPLOYMENT AGREEMENT**

Date: June 23, 2022

Ref: LTI/HR/Campus/EN7/2022

Sai Rithika Manne

H No:12.13.683Tarnaka

Dear Sai Rithika Manne

**EMPLOYMENT AGREEMENT**

Subsequent to our discussions and in view of your professional experience and expertise including, but not limited to, academic qualifications and professional background, we are pleased to appoint you as **Graduate Engineer Trainee** with Larsen & Toubro Infotech Limited (“**Company**”). Outlined below are the terms and conditions of your employment with the Company:

**1. APPOINTMENT DATE, JOINING AND DESIGNATION**

- 1.1 You will be appointed as **Graduate Engineer Trainee** and will be associated with our **L&T Infotech - Mahape** Office or our proposed SEZ site with effect from **Jun 28, 2022** which may be modified based on mutual agreement.
- 1.2 At the time of joining, as communicated to you by the Company, please report to **Kapil Ramesh Pawar** at: **Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India.** If there is any change to the requirements of clause 1.2, the same shall be communicated to you in writing.
- 1.3 This employment agreement (“**Agreement**”) shall continue and remain valid and binding on the parties, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.
- 1.4 Within 10 days from the Appointment Date, you shall be required to submit to the Company, a self-declaration of medical fitness in the prescribed format along with general fitness certificate from a certified doctor. In case you are above the age of 40 years, the continuance of your employment would be subject to the condition that you are medically fit at all times and for that purpose you are required to undergo medical check-up periodically by the authorized medical officer appointed by the Company as and when so ordered.
- 1.5 The company reserves the right to make suitable formal or informal background checks through internal or external agencies at its own discretion and you shall be deemed to have consented to do so. These may include your current / previous employment history, educational/professional credentials and other background checks. Subsequent to your joining the company, if any discrepancy with regard to documentation submitted by you with the company vis-a-vi the background verification report

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received is discovered, your services are liable to be terminated, apart from legal action that may be initiated against you. The company is under no obligation to provide you the copy of the background verification report and the decision of the company will be final. The Company may, at its discretion, even conduct background verification, at any time during your employment with the Company.

## 2. PLACE OF WORK

- 2.1 Your place of work will be the offices of the Company at India which may be modified at the discretion of the Company. However, you acknowledge that the Company expects you to be flexible in terms of your place of work and the Company may, therefore, with prior written notice modify and transfer your place of work (temporarily or permanently) to require you to work from home or any other location / country which the Company considers necessary for you to perform your duties under this Agreement. No consent shall be required to be obtained from you in this regard.
- 2.2 You may be transferred/deputed/ seconded/ assigned to any other location, department, establishment, branch of the Company or subsidiary, associate or affiliate of the Company, in India or abroad, on account of restructuring, merger, takeover or change in control of the Company or otherwise. In such case you will be governed by the terms and conditions of service applicable to the new country and for the duration of assignment in India, you will comply with the terms and conditions of this Agreement. Such transfer will not deem to constitute a change in conditions of service employment. The transfer of the employment on account of the aforementioned reasons shall be on the same terms and conditions along with full continuity of service and shall not attract any payment or compensation to you by the Company. You hereby expressly agree to such transfer.
- 2.3 Any rejection or non-acceptance by you shall be deemed to be a breach of the terms & conditions of employment and subject to disciplinary action including but not limited to termination of your employment by the Company.

## 3. COMPENSATION AND BENEFITS

- 3.1 In consideration of you rendering the services in accordance with this Agreement, the Company hereby agrees, subject to applicable law and applicable taxes to pay you the remuneration as specified in Annexure 2 to this Agreement. The monthly base salary will be payable to your bank account as specified to the Company.
- 3.2 The Company will review your performance on an annual basis. You will be eligible for compensation revision as per company policy in force. Salary revisions will be based on individual, as well as company performance.
- 3.3 In addition to the salary that may be due to you, you will also be entitled to other employee benefit plans (if any) maintained by the Company, subject to eligibility requirements of such plans. Nothing in this Agreement shall preclude Company from terminating or amending any employee benefit plan from time to time.

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- 3.4 You will not be entitled to any additional compensation in case of loss of office under this Agreement in the event of a merger, restructuring, takeover or change in control of the Company, save for compensation to be provided under applicable law, if any.
- 3.5 Provident Fund. Based on the provident fund rules and regulations, you will be entitled to join the "Larsen & Toubro Officers and Supervisory Staff Provident Fund" from the Appointment Date.
- 3.6 Gratuity. You shall be entitled to gratuity as per the Payment of Gratuity Act, 1972 or the Company's gratuity scheme.
- 3.7 The Company may deduct from your annual salary or any sum paid to you, an amount of social security/provident fund contribution and any other sum which the Company may be required to deduct as per the applicable laws
- 3.8 Medical Benefits. You will be eligible for medical benefits in accordance with the Company's medical scheme as applicable to the employees at your grade.
- 3.9 All amounts payable by the Company under this Agreement shall be subject to such withholding tax or tax deduction at source, any other taxes, other statutory deductions, if any as may be required under applicable laws. In case the Company is required to deduct tax at source, the same shall be done in accordance with the respective statutes. However, it is your responsibility to meet your tax liabilities in accordance with the applicable laws.
- 3.10 You shall be required to keep your compensation strictly confidential and should not discuss with anyone nor divulge to anyone in any manner whatsoever, except with the prior consent of the Company.

#### 4. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company that the following are true, correct, complete, and not misleading, as on the Appointed Date:

- 4.1 This Agreement has been duly and validly executed and constitutes your legal, valid and binding obligation, enforceable against you in accordance with the terms of the Agreement.
- 4.2 You are not bound by any previous agreement in any manner whatsoever from your previous employment that would limit or restrict your scope of ability to work any way for the Company or LTI group of Companies. In the event of you having any obligation binding from your previous employer, you undertake to declare and hold the Company harmless and not responsible thereby releasing the Company from any such dispute related to your previous employment.
- 4.3 You have not been indicted or convicted nor pleaded guilty for violating any central, state or local laws, regulation or ordinance nor have any criminal charges presently pending before any court of law.

#### 5. CONFLICT OF INTEREST

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- 5.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.
- 5.2 You represent that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your responsibilities for the Company. You further represent that your performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company, and you will not disclose to or induce Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- 5.3 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.
- 5.4 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.
- 5.5 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.
- 5.6 You acknowledge that you will have access to email, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure for which you shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. You acknowledge and confirm that you will abide by the corresponding policies relating to access and usage of Company assets. Any breach of such policies will be regarded as material breach of this Agreement and shall be liable for action as per the terms of this Agreement and/or the policies formulated in this regard.

## 6. ROLES, RESPONSIBILITIES AND OBLIGATIONS

- 6.1 You shall conform to all the rules and regulations in force from time to time and shall carry out all other lawful orders/instructions/directions of your superiors as are given to you in connection with the day to day discharge of your duties while in employment of the Company.
- 6.2 You may, during the course of your employment, be given any assignment in connection with the Company's business that the Company, in its subjective judgment feels is suited for you in light of your background, qualifications and/or experience. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your duties during your employment. You will also not be entitled to any additional

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compensation for carrying out any job which, in the opinion of the Company, is equivalent to the job you have been assigned earlier.

- 6.3 You shall devote whole of your time, attention, and ability in the utmost good faith, diligence, and best interest of the Company to the highest standards possible and do all in your power to promote, develop and extend the business and policies of the Company. You shall not have any personal association or dealing with the employees, customers, vendors, clients or service providers or any other business affiliates of the Company.
- 6.4 You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your employment or otherwise. You shall make a full disclosure of all pending legal proceedings, whether initiated by you or being defended by you and which may be civil, criminal or of any other nature before any court of law, forum, or other authority competent to decide the matter. You shall also be required to render a written statement to this effect. In the event, any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same and adhere to all the disciplinary procedures as the circumstances may demand.
- 6.5 You hereby agree to provide all such information about yourself to the Company, as required by the Company, including for, facilitating the performance of the functions by you and for administrative as well as record purposes.
- 6.6 You hereby agree, at all times, to act in the best interests of the Company and its affiliates. Further, you shall abide by the code of conduct as prescribed by the Company and shall not engage in any unethical behavior.
- 6.7 You will ensure that you equip yourself with new technology that may be adopted by the Company from time to time. Failure to do so within a reasonable period of the time shall make you liable to have your services terminated.
- 6.8 You shall not use your personal e-mail account and the internet facilities for exchange of any unauthorized data, confidential information, illegal/unlawful activities, etc. and shall take steps and precautions as may be necessary to preserve and protect any proprietary information of the Company and its associates, from publication, reproduction, communication or other unauthorized disclosure to the third parties and shall use this facilities solely for the official purpose and shall not surf any sites for personal use/information during the office working hours.

## 7. CONFIRMATION

- 7.1 You shall be confirmed in 3 months from the effective start date of your employment with Company.
- 7.2 During this period, the Company may terminate your employment by providing a prior notice of 1 month or by paying you one months salary in lieu of such notice.
- 7.3 If you desire to terminate your employment during period, you shall provide the Company 1 month's prior

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written notice with reasons for such termination; failing which you are required to pay an amount equal to the unserved notice period as notice pay. The Company may recover an amount equivalent to the notice pay from your salary or the full & final settlement amount payable to you.

## 8. TERMINATION OF EMPLOYMENT

### Termination of contract by either party

- 8.1 Upon confirmation the agreement can be terminated by either party by giving three months' prior notice in writing to the other party or payment in lieu thereof.
- 8.2 If you leave the Company without serving the notice period, in full or part, you will be required to pay an amount equal to the unserved notice period as "notice pay recovery" which will either be recovered from the salary or deducted from the full & final settlement amount payable to you. However, the Company, at its sole discretion, may waive part or full notice period. In the event you leave the Company without serving the notice period in full or fail to pay the notice pay recovery amount in full the Company will be entitled to withhold the relieving letter and will not issue the Experience Letter or any other documents as it deems necessary.

### 8.3 Termination on account of injury or illness

In the event any injury or accident or illness is caused to you, otherwise than in the course of your duty, you shall be entitled to receive full salary for the 12 months or any shorter period during which such incapacity continues, and if such incapacity continues for longer than 12 consecutive months, the Company shall have the discretion to terminate your employment by 3 months' notice or salary in lieu of such notice and you shall not be entitled to claim any compensation for such termination.

### 8.4 Termination with cause

The Company shall have the right to terminate this agreement forthwith, without any notice and without any basic salary in lieu of notice period in the event the employee is found guilty of any acts or omissions construed as 'misconduct' under applicable laws this Agreement and/or Company policies including but not limited to completion of mandatory trainings.

### 8.5 Suspension:

During the course of a preliminary investigation/ disciplinary inquiry, if deemed fit, the Company reserves the right to place you on suspension subject to pay and benefits as per the applicable law. It is clarified that suspension shall not be construed as a disciplinary action and does not imply that any decision has already been made about the allegations.

### 8.6 Events following termination

- i. The following events shall occur upon termination or cessation of your employment with the Company:

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- a. You shall deliver to the Company all documents, tools, plans, drawings, materials, computer, external hard drive and other properties of the Company which may be in his possession or under his control, to the person as nominated by the Company and obtain a 'No Objection Certificate' from all the departments of the Company upon which only you will be relieved from the Company and your account will be settled;
- b. Without prejudice to any other right available under applicable law, the Company reserves the right to make reasonable deductions from your final salary payment or any other amount due to you, should you fail to return any property of the Company in your possession, or return it in a damaged state, other than due to normal wear and tear;
- c. All duties of employment (express and implied) will continue during the notice period, including but without limitation, duties of fidelity, good faith and exclusive service. During this period, you may not be employed or engaged in the conduct of any activity for any third party, whether or not of a business nature;
- d. You shall not make any untrue or misleading statements in relation to the Company to any person;
- e. You agree to assist the Company, if required, with respect to any legal proceeding you have been involved with during your employment or which may be instituted by or against the Company in the future for which your assistance may be necessary.
- f. You shall provide all assistance necessary for handover of your duties under this Agreement to any person appointed by the Company in this regard; and
- g. You shall not represent yourself as a representative of the Company or its Affiliates and shall cease to hold any position held as an office-bearer, officer, director, trustee, or member of any internal or any external committees, boards of directors, or other boards, affiliations, as a representative or employee of the Company and shall tender all necessary resignations in this regard.
- h. You acknowledge and agree that you will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize, or otherwise communicate in any way (or cause further, assist, solicit, encourage, support or participate in any of the foregoing) any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred (including on social media) or otherwise, that may reasonably be construed to be derogatory or critical of, or negative towards the Company or its business or business relationships of the Company or any of their affiliates, investors, employees, directors, agents, or partners including business partners. You acknowledge and agree that the Company may file and seek appropriate remedies before court of competent jurisdiction, at your risks and cost, for violation of this Clause.
- i. Once your employment ceases and all your dues, statutory and contractual, as the case may be, are settled as per the Agreement, Company policies and applicable law, you will release and discharge the Company from any further employee related dues and waive your right of claim in



relation to such dues.

## 9. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

You will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

## 10. LEAVE

The leaves will be notified to you from time to time and will be as per the Company's policy, as applicable to the office, where you are located.

## 11. EXCLUSIVITY

During your employment, you shall not, be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation or profession or commitment (either for remuneration or otherwise) in any manner whatsoever that:

- a. Conflicts with your works schedule, duties and responsibilities towards the Company;
- b. Creates a conflict of interest or is incompatible with your employment with the Company;
- c. Impairs or has a detrimental effect on your work performance with the Company; and/or
- d. Requires you to conduct work or related activities on the Company's premises during the your working hours or using the Company's facilities and/or equipment; and/or
- e. Directly or indirectly competes with the business or interest of Company, or is otherwise in violation or conflict with this Agreement.

## 12. RETIREMENT AGE

All employees in the Company shall retire on attainment of normal retirement age fixed by the Company, which at present is 58 years. However, the Company, at its sole discretion, may consider granting an extension for a period as decided by the Company subject to you being found medically fit by the medical officer appointed by the Company.

## 13. CONFIDENTIAL INFORMATION

"Confidential Information" means information (including any and all combinations of individual items of

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information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the actual or anticipated business of the Company's which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to you, and information developed or learned by you during the course of your employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which you called or with which you may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which you can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to you; (ii) becomes publicly known or made generally available after disclosure by the Company to you through no wrongful action or omission by you; or (iii) is in your rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by your then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

You agree that during and after your employment with the Company, you will hold in the strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information. You will not (i) use the Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of your employment, or (ii) disclose the Confidential Information to any third party without the prior written authorization of CEO, or the Board of Directors of the Company. Prior to disclosure, when compelled by applicable law, you shall provide prior written notice to CEO, and the Board of Directors of the Company (as applicable). You agree that you shall obtain no title to any Confidential Information, and that the Company retains all Confidential Information as the sole property of the Company. You understand that your unauthorized use or disclosure of the Confidential Information during your employment may lead to disciplinary action, up to and including, immediate termination and legal action by the Company. You understand you're your obligations under this clause shall continue after termination of your employment. You further agree to undertake that you will not (save as required by applicable law or any governmental authority) make any announcement in connection with the Agreement or the terms contained herein unless the Company has given its consent to such announcement and the contents thereof (which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).

#### 14. PERSONAL DATA

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By signing this Agreement you acknowledge and agree that the Company is permitted to collect, retain, process and hold your personal data as part of your personnel and other business records and that the Company may use such information for the purposes directly related to your employment such as monitoring performance at work, including monitoring use of the telephone, e-mail and the internet and administering pay and benefits (including pension and any insurance) to which you may be entitled. The Company may also use this information for personnel matters including making decisions about your role in the organization and in relation to disciplinary matters. The Company will collect, retain and process your sickness records and any medical report provided for the purposes of monitoring sickness, absence and making decisions about this. In addition, the Company may also use your personal information so that it can monitor compliance with the law and best practice, for example in relation to equal opportunities and non-discrimination. Please read the LTI Privacy Notice for employees at the Company website.

You agree that we may disclose such data to third parties in the event that such disclosures are in our view required for the proper administration of your employment and other matters directly related to your employment. This clause applies to information held, used or disclosed in any medium.

## 15. NON-SOLICITATION & INTELLECTUAL PROPERTY

15.1 The Company is in the business of providing various services including services in the area of Information Technology. You will acknowledge that:

- a. The Company's services are highly specialized;
- b. The identity and particular needs of the Company's customers are confidential;
- c. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.

15.2 You will therefore agree that:

- a) While you are employed by the Company and for a period of 6 months after this Agreement has been terminated for any reason, regardless of whether the termination is initiated by the Company or yourself, you will not directly or indirectly (i) attempt to or solicit or persuade, any person or corporation which is a customer or client of the Company or its affiliates, to cease doing business with the Company or its affiliates, or reduce the amount of business which the customer or client would normally do in respect of the business; or (ii) at any time induce or attempt to induce any person who is an employee of the Company or of its affiliates to terminate his or her employment with the Company or its affiliates. The foregoing restrictions are considered reasonable by the parties, and necessary for the protection of the legitimate interests of the Company.
- b) In the event of you becoming party to any proceeding(s) brought by any former employer at

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any time during or after your employment with the Company, you recognize and agree that you shall have full and sole responsibility of responding to such action or proceeding and that the Company shall have no responsibility to participate in your response to such action or proceeding whether at your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of the Group Companies or its Directors, Officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

- c) In case of breach or misrepresentation on your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified by you in respect of any litigation/proceedings that the Company or any member of the Company or its group companies may have to face on account of your breach or misrepresentation as above.

## 16. INTELLECTUAL PROPERTY:

- 16.1 "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), database rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world. You agree that during your employment any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you during your employment whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.
- 16.2 You expressly agree that the consideration under this Agreement is adequate for the restrictions set out in this clause and although you and the Company consider the restrictions contained in this clause to be reasonable for the protection of the legitimate business interest of the Company, the Company's intellectual property rights, goodwill of the Company, commercial secrets, operations, levels of competition and reputation, if a final judicial determination is made by a court or any other authority of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court or authority may judicially determine or indicate to be enforceable. Alternatively, if any court or authority of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

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## 17. GOVERNING LAW AND DISPUTES

The Agreement shall be construed and governed in accordance with applicable laws of India. Any disputes between yourself and the Company concerning with or relating to or arising out of this Agreement shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

## 18. GENERAL

### 18.1 Company Policies

You will be governed by all rules, regulations and policies of the Company and procedures including the employee Code of Conduct of the Company. The Company may formulate/ amend from time to time, policies on leave, working hours, exit, anti-sexual harassment, disciplinary issues, equal opportunity, code of conduct, employee benefits, and privacy amongst others, which shall form an integral part of the terms of your employment.

You must familiarize yourself with the Company policies all of which govern your employment with the Company in addition to the terms and conditions of this Agreement and you agree to be bound by them from time to time. Company reserves the right to change existing policies and procedures or introduce new ones from time to time. Any failure to comply with the policies of the Company will be a material breach of the employment obligations by you.

## 19. PASSPORT

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and intimate the same to GO HR at your location, within three months of joining.

Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the applicable laws, this agreement, and Company's policies and procedures up to and including dismissal.

You understand and agree that you will not involve/make the Company and/or any member of the LTI Group of Companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of LTI Group of Companies indemnified at all times, should the Company and/or any member of LTI Group of Companies suffer or incur any damages and expenses whatsoever in this regard.

## 20. ENTIRE AGREEMENT

This Agreement, together with the annexures, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, including any prior versions of this Agreement or any other employment agreement or offer letter. You understand that

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 | A Larsen & Toubro  
Group Company



any prior agreements or representations, whether written or oral, are expressly disclaimed. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Company reserves the right to revise its policies and procedures as it deems necessary or appropriate in its sole discretion.

## 21. SEVERABILITY

The unenforceability, illegality, or inapplicability of any one or more phrases and/or provisions of this Agreement and its appendices shall not affect the remaining provisions of this Agreement and its appendices or any part hereof and thereof.

## 22. ACKNOWLEDGMENT

You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your legal counsel, have had sufficient time to, and have carefully read and fully understand the provisions of this Agreement and its appendices, and is knowingly and voluntarily entering into this Agreement and its appendices.

## 23. SURVIVAL

The termination of this Agreement (howsoever caused) shall not operate to affect clauses 8 (*events following termination*), 13 (*confidential information*), 14 (*personal data*), 15 (*non-solicitation and intellectual property*), and 17 (*disputes*) of this Agreement which shall operate and have effect thereafter.

In accordance with the standard practice of the company, we request you to treat the terms of this employment as confidential. This letter has to be safely and securely maintained.

You acknowledge and provide your consent for collection, usage, storage, disclosure, transfer (whether in India or abroad) and handling of personal information including Sensitive Personal Data or Information ("SPDI") by the Company in connection with your employment and for the purposes of your administering your employment in accordance with applicable laws and policies formulated by the Company. Your further acknowledge and provide your consent to the Company (a) to share SPDI about you and/or your dependents (wherever applicable) provided to the Company, with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; and (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies formulated in this regard and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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 | A Larsen & Toubro  
Group Company

You are required to join on or before **Jun 28, 2022**. If you do not join by this date, this offer stands withdrawn unless the Date of Joining is extended, and communicated to you in writing. At the time of joining, please connect to **Kapil Ramesh Pawar** at the following address.

**Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India**

- i. You are required to bring the following documents, with a photocopy of each, at the time of joining. Proof of age.
- ii. Educational certificates including mark sheets;
- iii. Relieving certificate, or service certificate from your present employer (without which you are not allowed to join us) and other experience certificates;
- iv. Last 3 months salary slip.
- v. Copy of passport (First & Last Page) & driving license.
- vi. Two copies of your recent passport size photograph.
- vii. Your last Employer's Provident Fund Code Number, P.F. Account Number and Employee's Pension Fund Account Number.
- viii. Provisional Form 16 for the current year.

This Agreement is being issued in duplicate. Please return one copy duly signed immediately, as confirmation of your acceptance of the above terms and conditions.

Yours faithfully,  
For **Larsen & Toubro Infotech Ltd.(LTI)**



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Ashish Naik  
Associate Director - Talent Acquisition

I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advise in connection with this Agreement and basis such advise I have made a well informed decision to enter into this Agreement.

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 | A Larsen & Toubro  
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*Rithika*

June 23, 2022

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Signature and Date  
Sai Rithika Manne

Jun 28, 2022

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Date Of Joining

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*Rithika*  
 | A Larsen & Toubro  
Group Company



<u>ANNEXURE-2</u>		
SALARY CARD		
Name	: Sai Rithika Manne	Date : June 23, 2022
Salary Grade	: GE1	Location : L&T Infotech - Mahape
Components	Rs. p.a.	Rs. p.m.
Basic		21001
Bouquet of Benefits		35921
Bonus		0
<b>A. Base Salary (PA)</b>	<b>683060</b>	<b>56921</b>
Annual Incentive	70000	
<b>B. Total Variable (PA)</b>	<b>70000</b>	
<b>C. Total Target Cash (A+B)</b>	<b>753060</b>	
Provident Fund (PF)	30252	2521
Gratuity	12132	1011
Mediclaime Premium	10556	
<b>D. Retirals &amp; Other Benefits</b>	<b>52940</b>	
<b>Cost to Company (CTC) C+D</b>	<b>806000</b>	

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*Rithika*  
 | A Larsen & Toubro Group Company



**Bonus:**

Bonus amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

**Annual Incentive:**

For the payout please refer Annual Incentive Policy. Annual Incentive amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

**Medical Insurance:**

For details refer to Medical Benefits Scheme - Grades P4, M4, L4, S3 and Below policy on HR Policies Portal.

**Notes:**

- PF and leave encashment will be calculated based on Basic, as per the rules.
  - The PF amount shown is Employer's contribution. An equal amount will be deducted as Employee's contribution.
  - Gratuity and NPS will be calculated using the Basic, as per the rules.
  - Employees on overseas deputation will be paid allowances as per Overseas Deputation Note/ Allowance Revision Letter.
  - You are required to declare your options under Bouquet of Benefits (BoB) in the SSC Portal. The guidelines relating to Bouquet of Benefits (BoB) are available on HR Policies portal.
  - Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
  - 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.
- In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the Company.





Oracle India Private Limited  
India Development Center  
Oracle Technology Park  
3, Bannerghatta Road  
Bangalore - 560 029, India  
Phone +91 80 4107 6000  
Fax +91 80 2552 6124

Registered office address:  
F-01/02, First Floor,  
Salcon Rasvilas Plot no. D-1,  
District Centre, Saket,  
New Delhi – 110 017  
Phone: 91-11- 46509000  
Fax: 91-11-40574722  
CIN: U74899DL1993PTC051764

## Private & Confidential

09 May 2022

Chidura Sirichandana

Dear Chidura,

We are pleased to offer you employment in the position of Associate Applications Developer with Oracle India Private Limited, IDC ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	576,376.00
B. Flexible Benefit Plan (FBP) **	704,459.00
C. Annual Gross Pay AGP (A+B)	1,280,835.00
D. Company's contribution to PF	69,165.00
E. Company's contribution to Gratuity	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore

choose to commence on any Monday or Thursday. 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 Hareesh Maturi (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 India Private Limited, IDC**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

#### **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.



**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](http://www.barclays.com)

21 June 2022

Sathvika Chekuri  
F. No. 405, Srirama Residency,  
White Fields, Kondapur  
Hyderabad  
500084

Dear Sathvika,

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

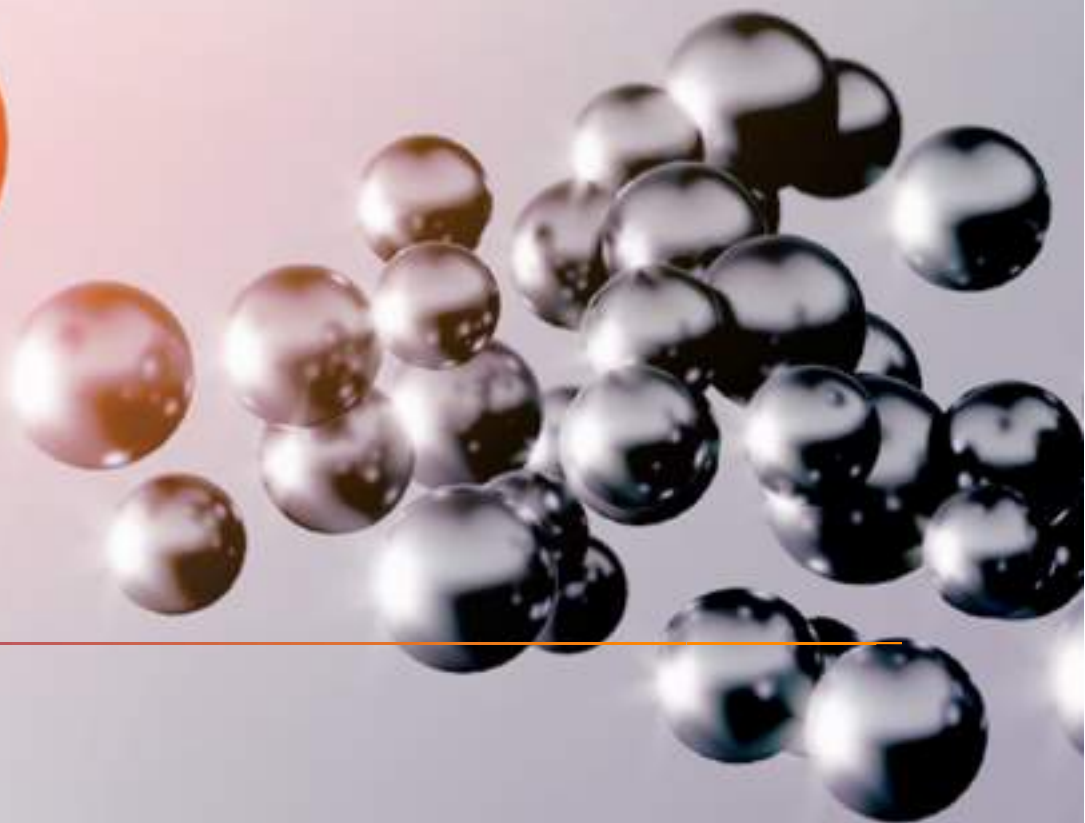
Sanjeev Mishra  
Director HR Operations - GSC India



ACCOLITE DIGITAL  
Transforming The Future, Now

# Offer of Employment

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## ABOUT US

Accolite Digital is an innovative, best-in-class digital transformation services provider, successfully delivering design driven complex digital transformation initiatives to leading Fortune 500 clients. We do so by through our differentiated offerings, best-in-class delivery, deep and long-standing customer relationships, and top-tier engineering talent comprising a team of bright and passionate technologists.

Our differentiated offering span digital product engineering, cloud and DevOps, data and AI, customer experience, cyber security, and design services. We provide these services across banking and financial services, insurance, technology media and telecom, healthcare, and logistics industries.

Founded in 2007, today with a headcount of over 2500, Accolite has a presence across the United States, Canada, and Europe and has digital labs in Bangalore, Hyderabad, Gurugram, and Chennai.

## COMPANY OVERVIEW

<b>Founded</b>	2007
<b>Headquarters</b>	Addison, Texas, USA
<b>Digital Labs</b>	Bangalore   Hyderabad   Gurgaon   Mumbai   Chennai
<b>Other Locations</b>	London   New York   San Francisco   Tampa   Nashville
<b>Strategic Investor</b>	New Mountain Capital, \$ 33B+ AUM Private Equity

## DIGITAL SERVICES



## KEY VERTICALS



## RECOGNITIONS



'Established Player' in Zinnov Zones for Digital Engineering Services, 2020



Inspiring Leader: C-Suite Category





Dear **Shakkara Sathwika**,

Congratulations on your selection at Accolite Digital, a best-in-class digital transformation services provider. I am delighted to extend this offer of employment to you.

At Accolite Digital, our mission is to solve our client's most complex digital challenges by engaging the brightest of technical minds, such as you. We believe in creating a work environment that enables our people to pursue their careers and balance their personal and professional goals so that we can achieve extraordinary results by winning together.

As a workplace, our culture is about openness, inclusion, and the willingness to take on the toughest challenges while doing the right thing every time. Being certified as a 'Great Place to Work' recognizes our robust value systems and reinforces our focus on creating a happy, healthy, and safe workplace.

With a team comprising the best & brightest technical minds, we believe in having a proactive and client-centric approach to deliver positive business outcomes.

We count on your abilities and believe that you will be a valuable addition to our team. I look forward to having you onboard soon and together achieve our vision to scale to a \$1B+ organization.

Wishing you a long and rewarding career at Accolite!

Best regards,  
Leela Kaza  
Founder & CEO





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**CONFIDENTIAL – OFFER OF EMPLOYMENT**

**Shakkara Sathwika**

**29th August 2022**

Dear **Shakkara Sathwika**,

**Accolite Digital India Private Limited** is pleased to extend you an offer for a full-time employment position as **Software Engineer**. Your annual CTC will be **INR 8,00,000/-** and we would like to have you begin working with us on **1st September 2022**.

Please see the employment terms and conditions noted in this letter and the annexure for details related to your compensation structure. Once you have reviewed the letter in full, please sign each page of this letter in acceptance of the employment terms and conditions.

We very much look forward to welcoming you to Accolite.

Warm regards,

**Milind Mutalik**  
**Head HR - Employee Experience**  
**Accolite Digital India Pvt. Ltd**

Signature s.sathwika

Accolite Digital India Private Limited, (Hereinafter, "Accolite")

## Employment Terms and Conditions

### 1. Compensation and Benefits:

Your annual fixed compensation would be **INR 7,20,636/-**. The fixed compensation would comprise Basic, House Rent Allowance, Conveyance, Special Allowance & Flexible Benefits (Refer Annexure).

Your compensation is subject to Tax deductions by Accolite as per the prevailing income tax regulations. In addition to your Compensation, you are entitled to other benefits in accordance with prevailing benefit policies. These would include Privilege Leave, Casual Leave, Gratuity, Medical & Personal Accident Insurance etc.

**A. Variable Pay:** Additionally, based on your performance and/or other business metrics which may be notified to you from time to time in accordance with the applicable appraisal and performance review policy and rules, you may be entitled to a variable pay which will be paid out to you on an annual basis in sync with our performance appraisal cycle (April-March). Variable pay-out can range from 0% (INR 0) to 12% (**INR 43,238/-**) of annualized basic salary.

The variable pay is not guaranteed. You, hereby acknowledge variable pay is payable only upon achievement of the said performance and/or business metrics and therefore the management enjoys an absolute right in the matters of awarding the variable pay. You are eligible for variable pay if you are in continuous service with Accolite for a minimum period of six (6) months and remain an active employee on the date this payment is made. In the event, you decide to separate from Accolite or serving your notice period, before this variable pay is paid out, you would not be eligible to receive the variable pay.

**B. Tenure Bonus:** You will be entitled for a tenure bonus of INR 2,00,000/-. This tenure bonus will be paid to you in five equal instalments, starting 30th September 2022. The pay-out cycle is as below:

Payment Month and Year	Amount
September 2022	INR 40,000/-
March 2023	INR 40,000/-
September 2023	INR 40,000/-
March 2024	INR 40,000/-
September 2024	INR 40,000/-

In the event that you resign and separate from Accolite within two years of the date of payment of the first instalment of the tenure bonus, you shall be liable to repay to Accolite the full amount that Accolite has paid as your tenure bonus and also it shall be deemed that you forego the rest of the tenure bonus that would have accrued to you otherwise.

Your compensation is subject to Tax deductions by Accolite as per the prevailing income tax regulations. In addition to your Compensation, you are entitled to other benefits in accordance with prevailing benefit policies. These would include Privilege Leave, Casual Leave, Gratuity, Medical & Personal Accident Insurance etc.

### 2. Date of Joining:

If you accept this offer before the stipulated date you must report on duty and commence your job on **1st September 2022**. In case you do not report on the agreed upon date, Accolite may deem that you have declined this offer.

Signature s.sathvika

**3. Place of Posting & Transfers:**

You will be initially assigned to **Hyderabad**. However, Accolite, at its discretion, can transfer you to any of its subsidiary or affiliate company or client offices in India or overseas. In such cases, your employment may be governed by the terms and conditions applicable at the new location/ company.

**4. Probation:**

You shall initially be under probation for a period which ordinarily lasts for Ninety (90) days from the date of joining our service. At any time during your probationary period your services may be terminated by Accolite, by giving 15 days' notice in writing or Gross Salary in lieu thereof without assigning any reason.

Similarly, you will be required to give 90 days' notice in writing or 90 days Gross Salary in lieu therefore to Accolite in case you wish to resign / leave the services. In the event of your failing to give notice or tendering 90 days Gross Salary in lieu thereof as stated herein above, Accolite may deduct the same from the dues payable to you. The decision of Accolite Management in this regard will be final and binding on you. On satisfactory completion of your probation, your Appointment will be confirmed in writing. Accolite reserves the right to confirm your appointment even before the expiry of the said 90-day period.

Your Probationary period shall be deemed to have been extended even though no intimation is given to you in writing to that effect for such period till you are confirmed by order in writing.

**5. Conduct to be in accordance with Accolite Rules, Regulations, Policies:**

During your employment with Accolite, you shall be governed by Accolite Rules, Regulations and/or Policies that may be in force from time to time. It is deemed that you have notice of all the rules, regulations and policies and any amendments thereof when they are communicated to you via email or any other channel or is placed in a web or intranet resource that is commonly accessible to all employees such as an employee portal or a hub.

**6. Confidentiality:**

The position held by you would be of a strictly confidential nature.

You shall not disclose to any unauthorized person, either during or after your employment with Accolite, any information about the interest or business of Accolite or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to Accolite except with the prior written consent of an authorized officer of Accolite. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright rights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of Accolite, in connection with or in any way affecting or relating to the business of Accolite or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Accolite and shall belong to and be the absolute property of Accolite.

You will not during your employment with Accolite or at any time, thereafter, divulge or make known any information in any way whatsoever relating to Accolite or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical information, or any other information gained or acquired or imparted to you in the course of your employment.

Signature s.sathvika

You hereby confirm that you have disclosed, fully to Accolite, all of your business, interests whether or not they are similar to or in conflict with the businesses or activities of Accolite and all circumstances in respect of which there is or there might be, a conflict of interest between Accolite and you or any immediate relative or associate. You agree to disclose, fully to Accolite, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with Accolite, you shall forthwith return to Accolite all the assets and property of Accolite (including any leased properties), documents, files, books, papers, memos or any other property of Accolite in your possession or under you.

**7. Conflict of Interest / Non-Compete:**

Your position with Accolite calls for your whole-time employment and you will devote yourself exclusively to the business of Accolite. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business, without the written consent of Accolite.

You agree that during this Agreement and, for two years thereafter, you will not provide to any Client for whom Accolite has contracted your efforts or any contractor of any such Client or solicit or offer to provide to any such Client or any contractor of any such Client, any software, services, or other products related to your services, whether directly or indirectly without Accolite's written consent.

**8. Background Inquires:**

The offer of employment is subject to satisfactory reference and background checks to be conducted by Accolite or through designated third parties. In the event of your joining Accolite or during the period of your employment contract with Accolite, in case of any unsuccessful reference checks, material information that may have been concealed, misrepresented, or falsified by you at or before the time of this offer, Accolite reserves the right to withdraw the offer or terminate your services with immediate effect, without notice.

**9. Business Courtesy:**

No employee may directly or indirectly accept from or provide to any representative of any organization with which Accolite has a business relationship any gift or favour other than an ordinary business courtesy or social amenity. No employee may solicit any gift or favour. This is viewed very seriously as an abuse of the trust placed by Accolite in the employee and would attract severe disciplinary action from Accolite.

**10. Harassment:**

Accolite is committed to provide a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment, actions, words, jokes, or comments based on an individual's sex, race, colour, place of origin, age, language, ethnicity, creed, religion, disability or sexual orientation will amount to violation of law and the terms of this agreement, and would attract strict disciplinary action from Accolite, and may also include termination of your service.

Signature s.sathvika

**11. General:**

You will keep us informed of any changes to your residential address or civil status. Prior to commencement of your employment, you and Accolite shall together execute an Employment Agreement detailing the terms of your employment. Since you would have access to the confidential information of not only Accolite but also of other affiliated Accolite companies you shall also be obligated to enter into a Confidentiality and Non-Disclosure Agreement which covers the confidential information of such other affiliated companies.

**12. Separation at the instance of the employee:**

Your employment is "At Will" and you may resign from your position with Accolite by giving a written notice. Such notice is required to be given at least ninety (90) days in advance of your desired date of separation. Accolite may at its discretion waive this notice period for a consideration of a payment by You of the sum of money corresponding to the unserved notice period computed pro-rata on monthly payables (including salary, bonuses etc.) from the company to the employee.

In the event that the request for such waiver is initiated by You and such request has been processed by Accolite and Accolite has communicated the waiver of such notice period and the amount payable to You, you may not revoke such a request for waiver as a matter of right. Such revocation is however possible with consent of Accolite.

You agree that if you elect to resign from Accolite within one calendar year of your date of joining, your liability to recompensate Accolite may extend cumulatively up to:

- a) The tenure bonus actually paid to you from Accolite till the date of resignation, in acknowledgement that the tenure bonus is consideration in lieu of your promise to be employed with Accolite for at least a year.
- b) The expenditure incurred by Accolite on account of your Accolite University program, training, and development, capped at INR 1,50,000. Although the said investment in terms of your training, leadership time and the emotional and professional investment from senior employees and peers is unquantifiable, it has been capped to your advantage for the purposes of this agreement; and
- c) Payables on account of unserved notice period.

A full and final statement of any sums owed to you from Accolite, or any sums owed from you to Accolite shall be provided before your date of separation. You agree that you shall deposit any sums owed, if any, to Accolite within 30 days of receiving such a statement from Accolite. Reciprocally, Accolite promises to pay any sums owed to you, if any, within 30 days of issuing such a statement.

**13. Termination:**

**A.** Your employment may be terminated by Accolite by providing a 90-day written notice. Such termination may be with or without cause.

**B.** However, in the case of a termination with cause such as any or all, of proven indiscipline; misconduct; material misrepresentation of facts and particulars relating to your identity, education or previous employment; and persistent or habitual below-par performance; Accolite may terminate your employment from such date as it may deem fit without advance notice and without needing to compensate you for the residual notice period.

Signature s.sathvika



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On acceptance of the separation notice, before you are relieved, you shall hand over to Accolite all the information and data of Accolite including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items.

**14. Age of Retirement:**

You will retire from the services of the company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

**15. On joining, you are requested to please provide copies of the following documents, as and where applicable:**

- a. Relieving letter from your current employer
- b. Salary details of your current employment
- c. Letter(s) supporting prior work experience
- d. Certificates of educational qualifications
- e. Tax Summary sheet (or latest Form 16) as applicable from your current employer
- f. 6 passport size photographs in color.
- g. PAN Card

Type text here

Signature s.sathvika



ANNEXURE - COMPENSATION STRUCTURE	
<b>Monthly Components</b>	
Basic salary	INR 30,026
House Rent Allowance	INR 12,011
Special Allowance	INR 5,799
Flexible Basket	INR 10,417
<b>Total Gross Monthly Cost (A)</b>	<b>INR 58,253</b>
<b>Total Gross Monthly Cost - Annualized (B)</b>	<b>INR 6,99,036</b>

<b>Annual Components</b>	
Provident fund	INR 21,600
Health Insurance Premium	INR 18,475
Personal Accident Insurance Premium	INR 320
Gratuity	INR 17,331
<b>Total: Annual (C)</b>	<b>INR 57,726</b>

<b>Other Components</b>	
Variable Pay	INR 43,238
<b>Total - Other Components (D)</b>	<b>INR 43,238</b>

<b>Total Annual Cost to Company (B)+(C)+(D)</b>	<b>INR 8,00,000</b>
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<b>SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	
Hospitalization cost / Reimbursement Limit	INR 3,00,000
Personal Accident Insurance Coverage	INR 10,00,000

<b>ANNUAL FLEXIBLE BASKET COMPONENTS - Not to Exceed</b>	
Food Coupons	INR 1,25,000
Food Coupons	INR 26,400
Children Education Allowance	INR 2,400
Leave Travel Allowance	INR 60,053
Fuel Reimbursement and Car Maintenance Charges	INR 39,600
Telephone and Internet Bills Reimbursement	INR 36,000

**Employee has an option to avail all, some or none of the flexible basket various components. Based on the Individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as special allowance.**

**Please check with HR team for more details.**

**Note:**

TDS deduction done based on savings document submission

Signature s.sathvika



Hexagon Capability Center India Pvt. Ltd.  
DivyaSree Trinity Campus HITEC City, Madhapur  
Hyderabad 500 081, India  
T: +91 40 7103 5000  
[www.hexagon-cci.com](http://www.hexagon-cci.com)  
CIN: U72200TG1987PTC014464

21-Jun-22

**Shirisha gugulothu**  
Nextgen Elite Hostel for Women  
UCO Bank lane, Indira Nagar, Gachibowli  
Telangana 500032

**Offer Letter**

Dear Shirisha,

Further to our recent discussions regarding employment opportunities at Hexagon Capability Center, we have the pleasure of making this offer to you to join our organization as **Software Developer**.

We offer you a Salary of **Rs. 550,200/-** (Rupees **Five Lakhs Fifty thousand and Two Hundred Only**) the breakup of which is enclosed. This offer is valid up to **22-Jun-22** and will stand cancelled in the absence of your confirmation. You are expected to join the organization on or before **27-Jun-22**. Please return the signed duplicate copy of letter as an acknowledgment.

You shall be posted at Hyderabad. However, the job may require you to be posted anywhere in India or abroad as per the requirements of the organization from time to time. You will be on Probation for a period of six months from the date of joining.

You will receive a detailed appointment letter on joining us. We welcome you to Hexagon Capability Center India Pvt. Ltd. and look forward to working with you.

With Best Wishes,

For **Hexagon Capability Center India Pvt. Ltd.**,

A handwritten signature in black ink, appearing to read "Manoj Patloori", written over a horizontal line.

**Manoj Patloori**  
**Associate Executive Manager Talent Acquisition**

Encl: Details of compensation & employee benefits

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# HEXAGON

## DETAILS OF COMPENSATION

**Name** : Shirisha gugulothu  
**Designation** : Software Developer  
**Band** : 9

	Salary Component	Amount
A.	<b>Monthly Salary (Rs. /per month)</b>	
	Basic	18,340
	H.R.A.	7,336
	Special Allowance	8,891
	LTA	4,000
	Hostel Fee (Children)	300
	Education Fee (Children)	200
	Car Maintenance Reimbursement*	2,700
	Telephone Reimbursement*	1,000
	<b>Sub-Total</b>	<b>42,767</b>
B.	<b>Standard Benefits (Rs. /per month)</b>	
	Provident Fund – Employer Contribution	2,201
	Gratuity Plan	882
	NPS	0
	<b>Sub-Total</b>	<b>3,083</b>
C.	<b>Monthly Gross Including Standard Benefits</b>	<b>45,850</b>
D.	<b>Annual On-Target Earnings (OTE)</b>	<b>550,200</b>

\* Reimbursements are Tax Exempted on submission of relevant bills.

\*\* As per the Payment of Bonus Act, you are entitled to statutory bonus subject to a maximum of Rs. 7,000 Per Annum.

### **You are entitled to the following benefits:**

- Group Personal Accident Policy Insurance
- Group Term Life Insurance
- Group Medical Insurance
- Free Breakfast and lunch at office on all working days

Received and accepted the Offer Letter.

Signature:



Oracle Solution Services  
(India) Private Limited

Oracle Tech Hub  
Block B, Lvl 4, No. 169/1 Bellandur,  
Sarjapur Marathahalli Ring Rd.,  
Kadubeesanahalli,  
Bengaluru, Karnataka – 560 103  
India

CIN: U72900KA1995PTC018327  
phone +91 80 3713 0000

**Private & Confidential**

**11 May 2022**

**Sree Keerthi Bhrugubanda**

Dear Sree Keerthi,

We are pleased to offer you employment in the position of Associate Applications Developer with Oracle Solution Services (India) Private Limited ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	576,376.00
<b>B. Flexible Benefit Plan (FBP) **</b>	704,459.00
<b>C. Annual Gross Pay AGP (A+B)</b>	1,280,835.00
<b>D. Company's contribution to PF</b>	69,165.00
<b>E. Company's contribution to Gratuity</b>	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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 Senthilkumar Manipillai (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 Solution Services (India) Private Limited**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

**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.

*Offer letter for candidate Sree Keerthi Bhrugubanda  
Candidate's response "Accepted" was recorded on May 11, 2022 03:52 PM Singapore  
Electronically signed by Sree Keerthi Bhrugubanda on May 11, 2022  
Electronically signed from 124.123.172.44*

# JPMORGAN CHASE & Co.

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## 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.

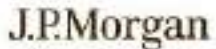
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



29-Apr-2022

Sreeja Palla  
3-11-14/1 Gokhale Nagar, Ramanthapur  
-500013  
HYDERABAD  
Telangana  
INDIA

Dear Sreeja Palla,

### **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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### 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 INR1,00,000, 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.

**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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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.

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## 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.

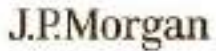
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



02-May-2022

Srija Chitikesi  
Nextgen Elite Luxury Hostel for Women, UCO Bank lane  
Indira Nagar, Gachibowli  
-500032  
HYDERABAD  
Telangana  
INDIA

Dear Srija Chitikesi,

### **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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### 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 INR1,00,000, 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 INR1,00,000/-, 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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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](http://www.barclays.com)

29 June 2022

Kothapalli Sriyagna  
Anupama Residency Plot No 503 Flat 402,  
Sri Ram Nagar Colony, Manikonda, K.V Rangareddy  
Rangareddy  
500089

Dear Kothapalli,

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

A handwritten signature in blue ink, appearing to read "Sanjeev Mishra", written over a light blue circular stamp.

Sanjeev Mishra  
Director HR Operations - GSC India

## 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

<b>Name</b>	Kothapalli Sriyagna
<b>Employing Company</b>	Barclays Global Service Centre Private Limited ("the Company")
<b>Position</b>	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
<b>Start Date</b>	<p>1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.</p> <p>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.</p>
<b>Initial Place of Work</b>	<p>You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune – 411014.</p> <p>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.</p>
<b>Working Hours</b>	<p>Your hours of work will be an average of 40 per week Rest intervals and breaks are separate from the 40 hours of work.</p> <p>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</p> <p>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.</p>
<b>Probationary Period</b>	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	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

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 last working day of the month.

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 1,00,000/- (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:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) 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
- c) 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.

## Qualification/ 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,



Sanjeev Mishra  
Director HR Operations - GSC India  
29 June 2022

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: \_\_\_\_\_

## 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 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 to 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 offer or 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.

# JPMORGAN CHASE & Co.

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## 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.

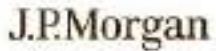
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



29-Apr-2022

Swetha Singireddy  
Brindavan Residency, Agriculture Colony, Hastinapur  
-500079  
HYDERABAD  
Telangana  
INDIA

Dear Swetha Singireddy,

**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 30-Apr-2022.

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 2022, 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 01-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### 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 INR1,00,000, 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.

**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 15 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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.

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## 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.

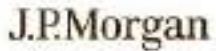
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can 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", with a large, stylized initial "J" to the left.



19-Jan-2022

Vaishnavi pekety  
villa no.36 alankrita meadows  
rtc colony tirumalagiri  
-500015  
HYDERABAD  
Telangana  
INDIA

Dear Vaishnavi pekety,

### **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 21-Jan-2022.

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 2022, 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 04-Jul-2022. 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 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### Special Cash Award

As soon as administratively practical and typically within 45 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, 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.

**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 15 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 30 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 employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **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 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.

### **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.

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: October 14, 2021

Ref: LTI/HR/EN6/Campus/2022

Name: Pidugu Venkata Sai Sudha

College: Chaitanya Bharathi Institute of Technology

### LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Pidugu Venkata Sai Sudha,

**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 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** as per the details mentioned in '**Annexure-1**'.
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 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. You shall be required to accept the offer on the portal site as well.
4. 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-2**'. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in '**Annexure-3**'.
6. **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/medical background 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.  
  
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.intinfotech.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 CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.
7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. 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.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. 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-4'.
12. 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 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 will be used to allocate you on various projects and the results would also impact your date of joining.

If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



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Nikhil Govekar  
Director - Campus  
Recruitment, Learning  
& OD

I have read the letter and accept the same.

---

Signature and Date

**ANNEXURE-1**

Name : Pidugu Venkata Sai Sudha	Date : October 14, 2021
Grade : GA1	
<b>COMPONENTS</b>	<b>Rs. (P. M.)</b>
Stipend	35000

**Medical Insurance Premium**

The Group Mediclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

## ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only</u> after the completion of the entire course i.e after SSC/after HSC or Diploma. <b>No Year drop allowed.</b>
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA  NOTE: <ul style="list-style-type: none"> <li>• SSC /HSC should have cleared in <b>FIRST ATTEMPT</b> only.</li> <li>• Re-exam (Supplementary or Improvement exams) given soon after the Main exam will <b>NOT</b> be considered.</li> <li>• For Diploma Holders, <u>final semester</u> should have cleared in <b>FIRST ATTEMPT</b> only.</li> <li>• For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration.</li> </ul>
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> <li>• For the interview process, an aggregate of 60% &amp; above <u>till the results of the last conducted examination</u> will be considered</li> <li>• Aggregate of 60% &amp; above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results</li> <li>• Includes aggregate of all semesters <u>AND</u> all appeared subjects (irrespective of the University rule)</li> <li>• Conversion from CGPA into Percentage must be calculated as per your respective University norms</li> <li>• Provisional/Passing Certificate(of all courses) must state <b>First class</b></li> </ul>
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> <li>• <b>No active/live backlogs allowed at the time of the interview process</b></li> <li>• All backlogs (if any) must be cleared <u>with the final semester exams</u></li> <li>• 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)</li> <li>• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University</li> <li>• This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism.</li> <li>• Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.</li> </ul>
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE 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 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 tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

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

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

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

Mobile No: \_\_\_\_\_

**ANNEXURE-3**

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**

- 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.



<u>ANNEXURE-4</u>		
Name : Pidugu Venkata Sai Sudha      Date : October 14, 2021		
Salary Grade : GE1		
Components	Rs. p.a.	Rs. p.m.
Basic		21000
Bouquet of Benefits		25960
<b>A. Base Salary (PA)</b>	<b>563520</b>	<b>46960</b>
Annual Incentive	40000	
<b>B. Total Variable (PA)</b>	<b>40000</b>	
<b>C. Total Target Cash (A+B)</b>	<b>603520</b>	
Provident Fund (PF)	30240	2520
Gratuity	12121	1010
Mediclaime Premium	6773	
<b>D. Retirals &amp; Other Benefits</b>	<b>49134</b>	
<b>Cost to Company (CTC) C+D</b>	<b>652654</b>	

**Medical Insurance Premium:**

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

**Notes:**

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) 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. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

\*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal. The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- 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.



## **ADDENDUM TO THE OFFER-CUM-APPOINTMENT LETTER**

This Addendum ('Addendum') is entered into on this 07/25/2022 by and between:

Vennela Paladugu aged 22, resident of F-5, 1st Floor, Sahyadri Apartment, Biyani Nagar Tukum Chandrapur Maharashtra 442401 India , (hereinafter referred to as 'Joinee' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors in interest and assigns); AND

'ADCI HYD 13 SEZ' a private limited company incorporated under the provisions of the Companies Act 1956/2013 having its registered office at Amazon IT Services (India) Pvt Ltd,

Sy No:115 part, Plot No 12P,13,14,15P, Financial District,

Nanakramguda, Gachibowli, Serilingampalli,

Hyderabad - 500032, (hereinafter referred to as 'Amazon' which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors in interest and permitted assigns).

The Joinee and Amazon are hereinafter collectively referred to as "Parties" and individually as "Party".

### **WHEREAS**

- A. Amazon has offered, and the Joinee has accepted, an offer for employment by way of execution of an offer-cum-appointment letter dated 07/25/2022 wherein the Parties have agreed to the terms and conditions governing the Joinee's employment with Amazon ('Employment Agreement').
- B. This Addendum is executed between the Parties to amend certain provisions of the Employment Agreement, as set out in Section II below.

All capitalized terms, words and expressions not defined herein shall have their meaning ascribed to them in the Employment Agreement.

NOW THEREFORE, the Parties to this Addendum agree as follows:

### **I. TERM**

This Addendum shall become effective from 07/25/2022 and shall be co-terminus with the Employment Agreement.

**II. AMENDMENTS / ADDITIONS:**

- 1) The following sub-clause (viii) is hereby added to Section 13 (Termination of Employment) after Section 13.2 (vi) of the Employment Agreement:

"(viii) violate the provisions of Section 16 (New Hire Background Investigation) of this letter."

- 2) The following paragraph is hereby added to Section 16 (New Hire Background Investigation) of the Employment Agreement, after the last sentence of the existing Section 16.3:

"You agree to submit to Amazon within 180 days of your joining a copy of your university/ college degree and other certificates or any other related documents as may be requested by Amazon. You agree and acknowledge that such documents are required to enable Amazon to perform requisite background investigation and your failure to submit such documents to Amazon (for any reason whatsoever) will entitle Amazon to take appropriate action against you, including termination of your employment with Amazon without notice."

**III. MISCELLANEOUS**

- 1) This Addendum shall form an integral part of the Employment Agreement. Save and except for the aforesaid, all other terms and conditions of the Employment Agreement shall remain in force and shall be binding on the Parties.
- 2) All the other terms and conditions of the Employment Agreement, including 'Governing Law and Jurisdiction' shall apply mutatis mutandis to this Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the date above written.

**JOINEE**

**For and on Behalf of  
AMAZON**



**Name:** Vennela Paladugu  
**Title:** Support Engineer

**Name:** ADCI HYD 13 SEZ



**Qualcomm India Private Limited**

**Corporate Identity Number(CIN): U64202DL1996PTC076991**

**Registered Office:**

**Unit No. 201, 2nd Floor, Tolstoy House**

**15, Tolstoy Marg, New Delhi -110001,**

**Tel:+91-11-43083550, Fax: +91-11-43083550**

July 20, 2022

Bhageshwar Singh

Hyderabad, India

Dear Bhageshwar,

We believe our employees' ideas can literally change the world - and we see it happen all the time. For more than three decades, we've been a global leader in wireless technology, continually pushing the boundaries of what's possible. We develop products and solutions that make a difference in the lives of people everywhere. By joining the Qualcomm family, you too can play a part in changing the world.

Qualcomm India Private Limited ("Qualcomm") is pleased to extend an offer of employment to you as a(n) IT Software Developer, Associate , reporting to Kiran Sagi, Manager, IT, with a start date to be determined.

Your monthly salary will be an amount of INR 65,625.00, details of which are set out in Part 1 of the Annexure.

Qualcomm will provide you the allowances and reimbursements (if any) as indicated in Part 2 of the Annexure to this offer letter, including towards expenses relating to accommodation, conveyance, etc. All payouts including the salary, allowances and reimbursements will be paid less required withholdings and in accordance with the applicable policies and procedures of Qualcomm, as may be amended or modified by Qualcomm from time to time.

**Sign-On Bonus**

You will be eligible to receive a sign-on bonus of ₹100,000.00 (less required withholdings), payable within the second payroll period of employment and is contingent on you being employed on the date of payment. If you terminate your employment prior to 24 months you agree to repay the full amount of the sign-on bonus on or before your last working day with the company.

**Discretionary Annual Rewards**

You will also be eligible to be considered for the corporate annual review process (eligibility during the first year after joining is subject to the joining date being on or before the cut off date for the particular year). During this review, each employee may be eligible for discretionary salary increases subject to assessment on various relevant criteria. The annual review process is discretionary and is subject to change from time to time at the sole discretion of Qualcomm without any notice.

**Benefits Program**

We offer a comprehensive benefits package for you and your dependents. A summary of these benefits is available on the Benefits section of our website.

**Place of Work**



You will report into Qualcomm's Hyderabad\_SEZ office. Qualcomm may, after giving you reasonable notice, transfer or assign your services to any place of business of Qualcomm that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

Qualcomm pans across geographies providing various services to its clients and you may be required to go through appropriate Induction & Orientation along with necessary training program. The training is given to ensure that you are compliant with the best practices followed by Qualcomm- on a worldwide basis.

Qualcomm reserves its rights to transfer or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom Qualcomm may make any such arrangement or agreement. You may also be required on a temporary basis to work at any client premises based in India or overseas.

### **Relocation**

Qualcomm will provide you with a Relocation Package, which includes (i) a one-time lump sum in the amount of INR 50,000.00 (less required withholdings) payable within the first or second payroll period of employment to defray expenses entailed by you for your relocation, and (ii) reimbursement of your relocation expenses comprising of all amounts paid (to you or a third party) by Qualcomm related to your relocation, including but not limited to, shipping costs, airfare, temporary housing, rental car, food, service fee and any miscellaneous expense allowance. If you do not report to your place of work to join employment by the date stipulated by Qualcomm or if your employment with Qualcomm ends before the completion of 24 months from joining for any reason, you agree to repay to Qualcomm the full amount of the total Relocation Package amount on or before your last working day with the company.

Some or all relocation benefits may be taxable. Please note that it is your responsibility to secure income tax advice from your tax consultant or attorney regarding relocation expenses. In the event that Qualcomm directly pays for or reimburses to the employee costs associated with matters like immigration etc., these costs are considered an employee benefit and will be included in the employee's taxable income.

### **Confidentiality**

You must always maintain the highest degree of secrecy and keep as confidential the records, documents and such other information relating to the business of Qualcomm, its parent, subsidiary and affiliated entities which may be known to you or confided in you by any means during the course of your employment with Qualcomm. You will be required to sign the Inventions Disclosure, Confidentiality and Proprietary Rights Agreement with Qualcomm at the time of joining Qualcomm.

### **Taxes**

Taxes will be withheld in accordance with applicable tax laws and you may be required to provide receipts for allowances. You shall be responsible for filing of your personal returns and comply with other requirements under the tax laws of India and any other relevant jurisdiction.

### **Probationary Period**

You will initially be on probation for a period of 180 days from the actual date of your joining with us and will be eligible to be considered for confirmation in the regular service of Qualcomm on completion of the 180 days, unless Qualcomm specifies in writing that your probation period has been extended for such further period as determined by Qualcomm in its sole discretion. The probation period may be curtailed or extended by the management of Qualcomm at its sole discretion without assigning any reasons. Qualcomm may elect to terminate your employment at its sole discretion during the probation period without assigning any reason by providing thirty (30) days prior written notice or payment of a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice in lieu thereof.

You may terminate your employment with Qualcomm during the probation period by providing thirty (30) days prior written notice. The provision of such notice by you is mandatory in all instances of termination of employment by you. If you fail to provide such notice prior to terminating your employment, you will be required to pay Qualcomm a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice based on your gross pay (basic plus allowances).



During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period you will be eligible to be considered for confirmation in the regular service of Qualcomm on such terms and conditions as decided by Qualcomm.

### **Termination of Employment**

After confirmation, your employment with Qualcomm may be terminated by either you or Qualcomm by providing sixty (60) days prior written notice. The provision of such notice by you is mandatory in all instances of termination of employment by you. If you fail to provide such notice prior to terminating your employment, you will be required to pay Qualcomm a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice based on your gross pay (basic plus allowances). Qualcomm however may at its sole discretion terminate your employment prior to the end of the notice period and pay in lieu of such notice gross salary.

Qualcomm reserves the right to terminate your employment (whether you are on probation or in confirmed employment) summarily without notice or payment of a sum in lieu of notice, equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice if it has reasonable grounds, including deficiency in performance, acts of misconduct or negligence as per Qualcomm policy or guidelines, breach of this agreement, Qualcomm policies or any applicable laws.

Without prejudice to the foregoing, Qualcomm reserves the right to terminate your employment (whether you are on probation or in confirmed employment) summarily without notice or payment of a sum in lieu of notice equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice, if you are found to have been charged, or convicted for any crimes or offences against any work colleague or against Qualcomm or for crimes or offences, involving acts against the state, or acts of violence, harassment or harm (including of a sexual nature) against any person or property, at any time during or prior to your employment.

In case of any termination of employment, you agree to release Qualcomm and its parents, subsidiaries, affiliates, directors, employees and agents from all known or unknown, suspected or unsuspected, claims, if any, relating to or arising out of your employment, the cessation of your employment, or from any events, transactions or occurrences between yourself and Qualcomm, including any claims under any state or central employment laws, bye-laws, legislations, rules, notifications, statutes, precedents, practice or custom.

You shall return to Qualcomm all company property in your possession upon the cessation of employment.

### **Other Acknowledgements and Contingencies**

You understand and agree that this offer of employment has been extended to you on the basis (i) of the information/representations made by you in your resume, application and/or documents and information provided by you (which includes information related to criminal records, age, education, experience, skill sets, conduct at the previous workplace, references, address verification etc.); (ii) that your employment with your former employer, if any, has been duly terminated; and (iii) that you have not been charged, arrested or convicted for any crimes or offences, including those involving acts against the state, or acts of violence, fraud, dishonesty, harassment or harm (including of a sexual nature) against any person or property. You understand and agree that this offer, and your employment with Qualcomm is based on all the foregoing being true, valid and accurate at all times after the date of this offer letter, and during your employment. You understand and agree that if any of the foregoing information/representations is or found to be untrue, misleading, inaccurate or inconsistent in any way, at any time after the date of this offer letter, or during your employment, including as a result of any investigation (which may commence prior to, continue or be completed post your joining date) to verify such information and any other inquiries as deemed necessary, this offer may be revoked or your employment may be terminated, without notice or payment in lieu thereof.

You also understand and agree that your employment is contingent upon signing the Inventions Disclosure, Confidentiality and Proprietary Rights Agreement and acknowledging that you have not and will not bring or use, in the performance of your duties for Qualcomm, any proprietary or confidential information of any of your former employers without that former employer's written authorization. You agree and acknowledge that your employment with Qualcomm will not require you to violate any contract, obligation or confidence to any other party. You shall be solely and fully responsible for any costs or consequences that may arise in this connection.

You further acknowledge that Qualcomm will not be responsible for any outstanding salary, compensation, social security benefits, gratuity and other benefits which may be payable to you by your former employer.



Finally, you acknowledge your employment at Qualcomm is contingent on you being able to legally work in India. If, as a condition of your lawful ability to work in India, you are required to submit a Financial Guarantee, and Qualcomm agrees to do so, on your behalf, you must sign a Counter Guarantee which will be provided by Qualcomm.

### **Employment Rules and Regulations**

In addition to the terms and conditions of employment specifically stated herein, you will also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by Qualcomm from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time including but not limited to work timings. You agree and acknowledge that your employment with Qualcomm is contingent upon compliance with all of the foregoing at all times and any failure to do so shall constitute a breach of this agreement and terms of employment.

### **Governing law**

This offer and the employment agreement resulting from its acceptance shall be governed by and construed in accordance with the laws of India and any matter that may arise out of or in connection here with shall be brought in courts of competent jurisdiction in India, which shall have exclusive jurisdiction.

### **Entirety**

This offer, upon acceptance, constitutes the entire agreement between the parties in relation to the subject matter hereof (except as stated herein) and supersedes any prior communications, writings, manifestations or understandings of any kind, oral or written in connection herewith. No delay or omission on the part of Qualcomm in exercising any of its rights hereunder shall operate as a waiver of such right or of any other right.

### **Deadline to Accept Offer:**

This offer of employment will remain valid until 08/03/2022. Acceptance of this offer is contingent upon receipt of the following documents by the said deadline failing which the offer shall stand withdrawn at Qualcomm's sole discretion:

- Signed copy of this letter
- Agreement regarding Restricted and Embargoed/Sanctioned Countries and Employee Export Written Assurance completed and signed
- Inventions Disclosure, Confidentiality and Proprietary Rights Agreement
- Copy of your passport (if you do not have a passport, please complete the attached Declaration Form)
- Copy of your PAN card & Aadhar card

Qualcomm reserves the right to revoke the offer at its sole discretion at any time before the aforesaid deadline without any further obligation or liability.

You should scan and email signed copies of these documents to Smita Swain at [smitswai@qti.qualcomm.com](mailto:smitswai@qti.qualcomm.com), and carry your original signed letter on your date of joining and hand over the same to the said recruiter. You will receive copies of these documents in return.

If you have any questions, please do not hesitate to contact Smita Swain at +91 (80) 46173169.

Congratulations and welcome to Qualcomm!

Sincerely,





Murali Malla

Director, Talent Acquisition  
QUALCOMM India Private Limited

Corporate Identity Number(CIN): U64202DL1996PTC076991

This document is electronically signed and does not require a physical signature for further authentication.

**TERMS OF OFFER ACCEPTED**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSED START DATE: \_\_\_\_\_

**Annexure to the Appointment letter**

India Annexure	Per Annum - CTC (Part 1 below) Rs.	Per Month CTC (Part 1 below) Rs.
Bhageshwar Singh		
IT Software Developer, Associate		
Hyderabad_SEZ		

**PART - 1**

India Annexure	Per Annum Rs.	Per Month Rs.
<b><u>Gross Salary</u></b>	INR 787,500	INR 65,625
<b><u>Gross Salary Components</u></b>		
<b><u>Basic Pay</u></b>	INR 315,000	INR 26,250
<b><u>House Rent Allowance</u></b>	INR 126,000	INR 10,500
<b><u>Flexible Benefit Plan*</u></b>	INR 346,500	INR 28,875
Leave Travel Allowance	INR 31,500	INR 2,625
Special Allowanc	INR 315,000	INR 26,250
<b><u>Gross Salary Sub-Totals</u></b>	INR 787,500	INR 65,625
<b><u>Retirals</u></b>		

<b>India Annexure</b>	<b>Per Annum Rs.</b>	<b>Per Month Rs.</b>
Employer Contribution to Provident Fund**	INR 37,800	INR 3,150
Gratuity***	INR 15,152	INR 1,263
<b>Retirals Sub-Totals</b>	INR 52,952	INR 4,413
<b>Cost to Company (Salary + Retirals)</b>	INR 840,452	INR 70,038
<b><u>Company Paid Standard Benefits</u></b>		
Mediclaime Insurance Premium	INR 41,000	
Personal Accident Insurance Premium	INR 335	
Group Term Life Insurance Premium	INR 1,951	
<b><u>Total CTC (Gross Salary + Retirals + Co.Pd Std Benefits)</u></b>	INR 883,738	

\* After making elections, all unallocated funds from the Flexible Benefits Plan will be paid out monthly as taxable income under the heading "Special Allowance". Based on employee utilization of funds under elections made, any residual monies will accumulate and will be paid out as taxable income under the heading of "Special Allowance" at the end of the tax year.

\*\* Provident Fund contributions will be as per applicable Provident Fund rules and regulations.

\*\*\* Gratuity payable as per Gratuity Policy of Qualcomm.

**PART - 2**  
**Additional Benefits**

<b><u>Sign On Bonus</u></b>	INR 100,000	
<b><u>Relocation Bonus</u></b>	INR 50,000.00	

The above mentioned payables are contingent on and subject to the related terms set out in your offer letter and RSU Agreement.



July 20, 2022

Bhageshwar Singh  
India

Dear Bhageshwar,

Congratulations on receiving an offer of employment from our subsidiary, Qualcomm India Private Limited. As the parent company of your employer, we at Qualcomm Incorporated ("Qualcomm" or the "Company") will offer you the opportunity to accept a grant of restricted stock units (RSUs) equal to USD \$7,500.00, subject to obtaining necessary approval required under the Company's 2016 Long-Term Incentive Plan ("LTIP"). The number of RSUs to be granted will be determined by dividing USD \$7,500.00 by the fair market value (as defined by the LTIP) of Qualcomm common stock on the Company's next quarterly grant date (February 20, May 20, Aug 20 or Nov 20) following the month of your start date, rounded up to the nearest whole share. The grant of these RSUs will be subject to all of the terms and conditions of the LTIP and a Grant Notice and Award Agreement approved by the Company's Compensation Committee with one-third of the RSU vesting after one year and semi-annual vesting thereafter until fully vested in three years.

Please be aware that the Company reserves the absolute right in its sole discretion to suspend, modify, cancel or terminate the LTIP at any time without compensation to you or any other of the participating employees. Your participation in the LTIP is entirely voluntary and the benefits that are afforded under the LTIP do not form an employment contract with the Company or its subsidiaries. The RSUs are not part of your salary or other remuneration for any purposes, including for purposes of computing payment during any applicable notice period, payment in lieu of notice, severance pay, other termination compensation or indemnity (if any) or any similar payments. You remain responsible for complying with any applicable legal requirements in connection with your participation in the LTIP and for any taxes arising as a result of the RSU grant, including without limitation, the vesting of your RSUs, the subsequent sale of your shares and the receipt of any dividends or dividend equivalents (regardless of any employer tax withholding and/or reporting obligations). Further, we recommend that you seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any RSU grants that may be made to you.

This letter and any RSU grant made to you shall be governed under U.S. federal and California state law (but not including the choice of law rules thereof). The federal and/or state courts of the State of California, County of San Diego, shall have exclusive jurisdiction to adjudicate any dispute arising out of this letter or any RSU grant made to you. Please note that the Company can grant the RSUs to you, in its sole discretion, only if and as long as it is permitted and feasible under the laws of your country and the U.S. If local or U.S. laws make the grant of the RSUs illegal or impractical, the Company will inform you as soon as possible.

You agree to execute any necessary or appropriate additional agreements, documents or instruments in connection with any RSU grant under the LTIP which is required in order to participate in any equity compensation plan offered by the Company.

Should you have any questions with respect to the content of this letter, please do not hesitate to contact Stock Administration at [HR Knowledge Center - Public Portal \(service-now.com\)](#)

Once again, congratulations on your offer to join the Qualcomm family!

Sincerely,

Qualcomm Incorporated

Megan Graham  
VP, Talent Acquisition



July 27, 2022

Bhavesh Juluri  
Flat No. 205, Vishnupriya Residency,  
Opposite GopiKrishna Function Hall,  
Vavilalapally, Karimnagar - 505001

Dear Bhavesh Juluri,

We are pleased to offer you the position of Support Specialist II at Hyderabad on the following terms and conditions.

Your compensation package will be ₹900,000 INR/- per annum. Breakup of emoluments is appended to this letter. Your salary will be payable as per the addendum in accordance with the company policy and payroll procedure. You shall be working in flexible hours based on the Company requirements.

You will be eligible to participate in Blue Yonder's annual performance incentive bonus program. Based on your hire date, any payments will be prorated accordingly. The funding of the bonus pool is based on achievement of the company's annual financial goals, as approved by the Board of Directors. The actual payout to associates is based on individual performance and contribution to the company in the applicable year, as determined by management and the associate must be employed on the date of payout to receive the payment. The bonus distribution is, of course, not guaranteed, and the company has the right to modify the program from time to time or cancel at its sole discretion. New hires starting after January through September 30 will be eligible for the bonus plan in the current calendar year. New hires joining Oct 1 through Dec 31 will be eligible for the bonus plan starting in the following calendar year.

You will report to the Business Unit Head in Division or his /her nominee.

You shall be expected to operate with the highest degree of initiative, efficiency and responsibility. You will at all times act bearing in mind the best interests of the Company and will at no time, do or say anything which compromises the Company's goals or reputation.

You may quit the services of the Company at any time with due notice or in lieu of salary thereof, just as the company may conclude its employment relationship with you at any time without assigning any reasons with due notice or salary in lieu thereof. The first six (6) months of your employment with the company will be on probation period, during which time your performance will be evaluated to determine if your performance meets company's requirement. The notice period applicable would be one month during the period of probation and on confirmation the notice period would be of two months. During the notice period the Company reserves the right to require the employee to serve full notice period and complete the assignment based on business needs.

**Non-Disclosure Agreement:**

- a. You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, drawings, designs, etc. of the company. Also, you shall not take any technical documents or information or copies thereof belonging to the company outside the office unless specifically entrusted to you in writing.
- b. You will not undertake business of similar nature with any other company during the period of your employment with this company.
- c. If, during the course of your employment with this Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the assets to this Company prior to you ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said assets so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the applicable law.
- d. You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing



to be in the employment of this Company.

e. During your employment with the Company, you shall be subject to, and have to abide by, the associate handbook, rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules, regulations and policies, as it deems fit, preceded with notice.

**Pre-condition for Employment:**

- a. The terms and conditions laid out are pre-conditional for employment. The appointment letter is valid only after you sign the Non-Competition and Confidentiality agreement, Terms and Conditions and the Code of Conduct and other associated policy documents at the time of joining.
- b. The salary revision/merit review will be as per company policy.
- c. The offer of employment is on the basis that the information furnished by you is complete and correct. The company will have verification and or background or reference check either directly or through any agency engaged by the company at any time prior to your reporting for duty or after you report for duty. If the verification report reveals that the information furnished by you is incorrect or if it is found that you have concealed or withheld from the company any relevant fact or information your employment with the company shall be liable for termination without any notice or salary in lieu thereof.
- d. All relocation expenses reimbursed by the Company, or incurred by the Company on your behalf whether for travel, shipping, lodging or any other, will be fully refundable to the Company should you leave the Company's service for any reason whatsoever before the end of one year from the date of joining.
- e. The compensation information is personal to you and you are expected to treat the information strictly confidential and will not disclose, divulge or make it public. Any breach of the provision will be viewed as a violation of regulatory directions and will attract disciplinary action

**COMPENSATION DETAILS**

Name: Bhavesh Juluri

Grade: P1

Designation: Support Specialist II

**COMPONENTS**

Basic Per Month: 30,000 INR

\* PF Per Month: 3,600 INR

HRA Per Month: 12,000 INR

\*\* Special Allowance Month: 29,400 INR

**Total Per Month:** 75,000 INR

**Annual Salary:** 900,000 INR

**Annual Performance Incentive Bonus:** 45,000 INR

**\*Provident Fund:** PF contribution mentioned above is the employer contribution.

**\*\*Special Allowance:** Please note, special allowance consists of flexible components like LTA, Medical Reimbursement, Telephone, Conveyance etc. You can restructure the same in the payroll portal, which are subject to applicable tax laws.

**The following additional benefits are offered on joining:**

**Life Insurance**



- You are covered under Group Term Life Insurance as per the Company policy.

**Personal Accident Insurance**

- You are covered under Personal Accident Insurance as per Company policy.

**Mediclaime Insurance**

- You and your family (self, spouse, children and parents) are covered under the Mediclaime Insurance plan as per Company policy.

**Gratuity**

- You will be covered under the Gratuity scheme as per The Payment of Gratuity Act.
- All full time associates are eligible for the above mentioned benefits from the date of joining the organization. The same is subject to amendment from time to time and will be applicable as per prevailing policies.

We look forward to having you on board with us, and welcome you to our family. Please acknowledge the copy of this letter and confirm your date of joining.

Thanking you,

For Blue Yonder India Private Limited.  
Vinok Sequeira, SVP, Associate Success

## Letter of Appointment as Graduate Engineer Trainee ("Agreement")

We have pleasure in appointing you as a Graduate Engineer Trainee and we welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions

With reference to the offer of apprenticeship dated **Oct 14, 2021**, we have pleasure in offering you this contract of apprenticeship ("Agreement") appointing you as a Graduate Apprentice and welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions. Your identification number will be **T0035411**.

### 1. REQUIREMENTS

- a) Your engagement as a 'Graduate Engineer Trainee' under this Agreement is subject to you:
- (i) being declared and remaining medically fit by a doctor and in this regard a medical check-up certificate may be required to be submitted by you to the HR department before joining the Company. The Company has the right to get you medically examined by a medical practitioner, during the Training Period (defined below). In case you are found medically unfit, the Company may, at its sole discretion, terminate your Training Period as per the provisions of clause 10 of this Agreement.
  - (ii) Conforming to the eligibility criteria mentioned in the Graduate Engineer Trainee Offer Letter issued to you.

Clear scan copy of mandatory documents as specified in the Graduate Engineer Trainee Offer Letter to be uploaded within one week on the Company portal.

### 2. PERIOD OF TRAINING

The Agreement shall be for a period of three (3) months from the Effective Date ("Training Period") and shall continue, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.

Your training will consist of classroom and/or on the job training.

During the training you will be registered with the Director of Training and Regional Central Apprenticeship Adviser under the Government of India Apprentices Act, 1961.

During the training period, you will be continuously evaluated. In case you do not complete the training to our satisfaction, the appointment stands automatically cancelled.

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A Larsen & Toubro  
Group Company

**Registered Office:** L&T House, Ballard Estate, Mumbai 400 001, India  
www.Lntinfotech.com | E-mail: info@Lntinfotech.com | CIN: L72900MH1996PLC104693



### 3. STIPEND & ALLOWANCES

Subject to Clause 2, the Company will pay you Stipend of 40000 per month amounting to 120000 per annum.

Company may deduct from your stipend, an amount of income tax, and any other sum which the Company may be required to deduct as per the Indian laws.

The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which a trainee remain on leaves as observed in the Company. However, stipend shall not be paid for the period for which an apprentice remains on leave other than as prescribed by the Company.

### 4. CONFIRMATION

Your appointment will be confirmed as an employee post the Training Period subject to clause 2 above. On such confirmation as an employee, you will at a minimum be governed by the terms & conditions mentioned in Annexure 1.

### 5. DECLARATIONS AND UNDERTAKINGS

- (a) You hereby declare that no other contract of apprenticeship subsists already between you and any other employer during the subsistence of this Agreement.
- (b) You undertake that you shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.





## 6. DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- (a) You shall abide by the rules and regulations of the Company in all matters of conduct and discipline and carry out all lawful orders of the Company and your superiors in the Company.
- (b) You shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.
- (c) You shall conduct yourself as a trainee and not as a worker.
- (d) You shall learn the trade conscientiously and diligently and endeavour to qualify as a skilled craftsmen before the expiry of the Training Period.
- (e) You shall appear for periodical tests that may be conducted by the Company or other authorities
- (f) You will devote the whole of your time and attention to your duties in the utmost good faith, diligence and experience and in the best interest of the Company to the highest standards possible.
- (g) You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your training or otherwise. In the event any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same.
- (h) You are liable to be transferred/deployed to any of the establishments of the Company or worksites as and when required by the management.
- (i) The grievance, disciplinary and performance management processes which apply to you during the Training Period will be based on the standards followed by the Company.

Notwithstanding the foregoing, you shall comply with all your obligations under Applicable Law. You also agree to extend all reasonable and necessary co-operation to the Company in order to enable the Company to comply with its obligations under Applicable Law.

## 7. ABSORPTION

On successful completion of the Training Period, of which the Company shall be the sole judge, the Company will consider offering you employment in a suitable grade in the Company and will be based at any of our proposed SEZ sites or any other location across India. Your annual CTC including all benefits will be as per the details mentioned in 'Annexure-2'.

## 8. TERMINATION

Notwithstanding what has been stated in clause 4 (Expiry) above, this Agreement can be terminated by either party prior to the expiry of the Training Period with a 30-day advance notice to the you. Such termination will be in the manner and in accordance with process prescribed under the Applicable Law.

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A Larsen & Toubro  
Group Company

**Registered Office:** L&T House, Ballard Estate, Mumbai 400 001, India  
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## 9. CONDUCT

The course and manner of your training will be decided solely by the Company at its discretion and as per Applicable Law. Based on organizational requirements, you may be required to work as part of training in any department/development centre of the Company.

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 interest of the Company and/or its business (The Company being the sole judge thereof).

## 10. HOURS OF WORK, LEAVE AND PAID HOLIDAYS

You will be entitled to leaves and holidays as followed by the department and location to which you are assigned.

Your working hours will be as prescribed under Applicable Law and you will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

## 11. UNAUTHORIZED ABSENCE

Your unauthorized absence from work for a continuous period of more than 3days will be treated as absconding from duty, and in the event of your not reporting for work within 10 days from the date of absence, the same would be treated as "absconding from work" and it shall be deemed that you are no longer interested in the training. This will be considered as breach of the terms of this Agreement, and the Company may take action accordingly.

You will keep us informed about your local / contact details directly in HR systems whenever there is any change.

## 12. TRADE SECRETS AND CONFIDENTIAL INFORMATION

(a) "Confidential Information" means personally-identifiable or financial information regarding the Company or any of its affiliates and any of its respective former, current or prospective partners, officers, employees, trainees, agents investors, clients, customers or investments that you may have access to or obtain, directly or indirectly, in the course of your Training Period under this Agreement and which is not in the public domain (or is in the public domain as a result of your acts or omissions in breach of this clause).



(b) During the Training Period, you may have access to and become familiar with various trade secrets and Confidential Information. You shall acknowledge that such Confidential Information are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall at all times comply with the Company's policies and norms on confidentiality. You must never disclose the Confidential Information to any person outside or within the Company, except to persons to whom disclosure is necessary for the purpose of the Agreement. You must only use Confidential Information that is naturally associated with your training. You will treat Confidential Information with the same degree of care that you treat your own confidential or proprietary information, and in no event will you use a degree of care that is less than a commercially reasonable degree of care. You will (i) not disclose or use any Confidential Information except to the extent necessary to carry out your obligations under this Agreement and for no other purpose, (ii) not disclose Confidential Information to any third party without the prior written consent of the Company, (iii) and in the event of any unauthorized use or disclosure, actual or apparent theft, of any Confidential Information, immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and as soon as practicable following discovery notify the Company in writing of the breach.

### 13. INTELLECTUAL PROPERTY

- (a) "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), database rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- (b) You agree that during the Training Period any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.

### 14. BACKGROUND VERIFICATION

The Company reserves the right to conduct background verification prior to or after commencement of the Training Period to verify, including but not limited to, your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, identity, address, criminal records and other background checks. You hereby provide your express consent to the Company for conducting such background checks. Your appointment under this Agreement is subject to validation of any information provided by you to the Company.



## 15. GENERAL

- (a) The Company may formulate / amend from time to time, policies on leave, sexual harassment, disciplinary issues, and code of conduct, amongst others, which shall form an integral part of the terms of your engagement with the Company as an apprenticeship trainee. It is important that you familiarise yourself with the regulations, employee handbook/ policies and codes of conduct of the Company for trainee as amended from time to time, all of which govern the engagement of apprenticeship trainees with the Company. Any failure to comply with the policies of the Company will be a material breach of your obligations under this Agreement. You shall be subject to the Company's policies, rules and regulations irrespective of whether these rules and regulations are individually notified to you or not.
- (b) This Agreement shall be governed by and construed in accordance with the Applicable Law and the parties to this Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Mumbai or as stated under the Applicable Law.
- (c) **Survival:** The termination of this Agreement (howsoever caused) shall not operate to affect clauses 10, 15, 16, of this Agreement which are expressed to operate or have effect thereafter.
- (d) **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.
- (e) **Amendment:** The terms and conditions of your engagement may be amended, supplemented or waived by the Company from time to time, subject to such amendment, supplement or waiver being within the limits of Applicable Law. Any such amendment, supplement or waiver will be notified to you.

## 16. PASSPORT AND AADHAR CARD

It would be to your advantage and in view of the business of LTI, all apprentices are required to possess a valid passport and an Aadhar Card. In case you do not already have one, you are required to obtain/produce a proof of having applied for the same at your own expense and intimate the same to the GOHR at your location, within two months of joining.

These above details need to be updated through HR Systems portal.

We welcome you to our Company and look forward to a long and fruitful association with you.

Yours faithfully,

for Larsen & Toubro Infotech Ltd.



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Ashish Naik  
Associate Director - Talent Acquisition

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A Larsen & Toubro  
Group Company

**Registered Office:** L&T House, Ballard Estate, Mumbai 400 001, India

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I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advice in connection with this Agreement and basis such advise I have made a well-informed decision to enter into this Agreement. I will report for training

at \_\_\_\_\_ on: \_\_\_\_\_

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**Signature and Date**  
**Goutham Manchana**

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**ANNEXURE 1 – EMPLOYMENT AGREEMENT**

Date: June 23, 2022

Ref: LTI/HR/Campus/EN7/2022

Goutham Manchana

KONDAMALLEPALLY, 4 46 OPP  
BUSSTANDNEAR TIRUMALA LADIES  
CORNER, KONDAMALLEPALLY

Dear Goutham Manchana

**EMPLOYMENT AGREEMENT**

Subsequent to our discussions and in view of your professional experience and expertise including, but not limited to, academic qualifications and professional background, we are pleased to appoint you as **Graduate Engineer Trainee** with Larsen & Toubro Infotech Limited ("**Company**"). Outlined below are the terms and conditions of your employment with the Company:

**1. APPOINTMENT DATE, JOINING AND DESIGNATION**

- 1.1 You will be appointed as **Graduate Engineer Trainee** and will be associated with our **L&T Infotech - Mahape** Office or our proposed SEZ site with effect from **Jun 28, 2022** which may be modified based on mutual agreement.
- 1.2 At the time of joining, as communicated to you by the Company, please report to **Kapil Ramesh Pawar** at: **Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India.** If there is any change to the requirements of clause 1.2, the same shall be communicated to you in writing.
- 1.3 This employment agreement ("**Agreement**") shall continue and remain valid and binding on the parties, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.
- 1.4 Within 10 days from the Appointment Date, you shall be required to submit to the Company, a self-declaration of medical fitness in the prescribed format along with general fitness certificate from a certified doctor. In case you are above the age of 40 years, the continuance of your employment would be subject to the condition that you are medically fit at all times and for that purpose you are required to undergo medical check-up periodically by the authorized medical officer appointed by the Company as and when so ordered.
- 1.5 The company reserves the right to make suitable formal or informal background checks through internal or external agencies at its own discretion and you shall be deemed to have consented to do so. These may include your current / previous employment history, educational/professional credentials and other background checks. Subsequent to your joining the company, if any discrepancy with regard to

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documentation submitted by you with the company vis-a-vi the background verification report received is discovered, your services are liable to be terminated, apart from legal action that may be initiated against you. The company is under no obligation to provide you the copy of the background verification report and the decision of the company will be final. The Company may, at its discretion, even conduct background verification, at any time during your employment with the Company.

## 2. PLACE OF WORK

- 2.1 Your place of work will be the offices of the Company at India which may be modified at the discretion of the Company. However, you acknowledge that the Company expects you to be flexible in terms of your place of work and the Company may, therefore, with prior written notice modify and transfer your place of work (temporarily or permanently) to require you to work from home or any other location / country which the Company considers necessary for you to perform your duties under this Agreement. No consent shall be required to be obtained from you in this regard.
- 2.2 You may be transferred/deputed/ seconded/ assigned to any other location, department, establishment, branch of the Company or subsidiary, associate or affiliate of the Company, in India or abroad, on account of restructuring, merger, takeover or change in control of the Company or otherwise. In such case you will be governed by the terms and conditions of service applicable to the new country and for the duration of assignment in India, you will comply with the terms and conditions of this Agreement. Such transfer will not deem to constitute a change in conditions of service employment. The transfer of the employment on account of the aforementioned reasons shall be on the same terms and conditions along with full continuity of service and shall not attract any payment or compensation to you by the Company. You hereby expressly agree to such transfer.
- 2.3 Any rejection or non-acceptance by you shall be deemed to be a breach of the terms & conditions of employment and subject to disciplinary action including but not limited to termination of your employment by the Company.

## 3. COMPENSATION AND BENEFITS

- 3.1 In consideration of you rendering the services in accordance with this Agreement, the Company hereby agrees, subject to applicable law and applicable taxes to pay you the remuneration as specified in Annexure 2 to this Agreement. The monthly base salary will be payable to your bank account as specified to the Company.
- 3.2 The Company will review your performance on an annual basis. You will be eligible for compensation revision as per company policy in force. Salary revisions will be based on individual, as well as company performance.
- 3.3 In addition to the salary that may be due to you, you will also be entitled to other employee benefit plans (if any) maintained by the Company, subject to eligibility requirements of such plans. Nothing in this Agreement shall preclude Company from terminating or amending any employee benefit plan from time to time.

- 3.4 You will not be entitled to any additional compensation in case of loss of office under this Agreement in the event of a merger, restructuring, takeover or change in control of the Company, save for compensation to be provided under applicable law, if any.
- 3.5 Provident Fund. Based on the provident fund rules and regulations, you will be entitled to join the "Larsen & Toubro Officers and Supervisory Staff Provident Fund" from the Appointment Date.
- 3.6 Gratuity. You shall be entitled to gratuity as per the Payment of Gratuity Act, 1972 or the Company's gratuity scheme.
- 3.7 The Company may deduct from your annual salary or any sum paid to you, an amount of social security/ provident fund contribution and any other sum which the Company may be required to deduct as per the applicable laws
- 3.8 Medical Benefits. You will be eligible for medical benefits in accordance with the Company's medical scheme as applicable to the employees at your grade.
- 3.9 All amounts payable by the Company under this Agreement shall be subject to such withholding tax or tax deduction at source, any other taxes, other statutory deductions, if any as may be required under applicable laws. In case the Company is required to deduct tax at source, the same shall be done in accordance with the respective statutes. However, it is your responsibility to meet your tax liabilities in accordance with the applicable laws.
- 3.10 You shall be required to keep your compensation strictly confidential and should not discuss with anyone nor divulge to anyone in any manner whatsoever, except with the prior consent of the Company.

#### 4. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company that the following are true, correct, complete, and not misleading, as on the Appointed Date:

- 4.1 This Agreement has been duly and validly executed and constitutes your legal, valid and binding obligation, enforceable against you in accordance with the terms of the Agreement.
- 4.2 You are not bound by any previous agreement in any manner whatsoever from your previous employment that would limit or restrict your scope of ability to work any way for the Company or LTI group of Companies. In the event of you having any obligation binding from your previous employer, you undertake to declare and hold the Company harmless and not responsible thereby releasing the Company from any such dispute related to your previous employment.
- 4.3 You have not been indicted or convicted nor pleaded guilty for violating any central, state or local laws, regulation or ordinance nor have any criminal charges presently pending before any court of law.

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## 5. CONFLICT OF INTEREST

- 5.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.
- 5.2 You represent that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your responsibilities for the Company. You further represent that your performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company, and you will not disclose to or induce Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- 5.3 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.
- 5.4 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.
- 5.5 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.
- 5.6 You acknowledge that will have access to email, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure for which you shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. You acknowledge and confirm that you will abide by the corresponding policies relating to access and usage of Company assets. Any breach of such policies will be regarded as material breach of this Agreement and shall be liable for action as per the terms of this Agreement and/or the policies formulated in this regard.

## 6. ROLES, RESPONSIBILITIES AND OBLIGATIONS

- 6.1 You shall conform to all the rules and regulations in force from time to time and shall carry out all other lawful orders/instructions/directions of your superiors as are given to you in connection with the day to day discharge of your duties while in employment of the Company.
- 6.2 You may, during the course of your employment, be given any assignment in connection with the Company's business that the Company, in its subjective judgment feels is suited for you in light of your background, qualifications and/or experience. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your duties during your employment. You will also not be entitled to any

compensation for carrying out any job which, in the opinion of the Company, is equivalent to the job you have been assigned earlier.

- 6.3 You shall devote whole of your time, attention, and ability in the utmost good faith, diligence, and best interest of the Company to the highest standards possible and do all in your power to promote, develop and extend the business and policies of the Company. You shall not have any personal association or dealing with the employees, customers, vendors, clients or service providers or any other business affiliates of the Company.
- 6.4 You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your employment or otherwise. You shall make a full disclosure of all pending legal proceedings, whether initiated by you or being defended by you and which may be civil, criminal or of any other nature before any court of law, forum, or other authority competent to decide the matter. You shall also be required to render a written statement to this effect. In the event, any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same and adhere to all the disciplinary procedures as the circumstances may demand.
- 6.5 You hereby agree to provide all such information about yourself to the Company, as required by the Company, including for, facilitating the performance of the functions by you and for administrative as well as record purposes.
- 6.6 You hereby agree, at all times, to act in the best interests of the Company and its affiliates. Further, you shall abide by the code of conduct as prescribed by the Company and shall not engage in any unethical behavior.
- 6.7 You will ensure that you equip yourself with new technology that may be adopted by the Company from time to time. Failure to do so within a reasonable period of the time shall make you liable to have your services terminated.
- 6.8 You shall not use your personal e-mail account and the internet facilities for exchange of any unauthorized data, confidential information, illegal/unlawful activities, etc. and shall take steps and precautions as may be necessary to preserve and protect any proprietary information of the Company and its associates, from publication, reproduction, communication or other unauthorized disclosure to the third parties and shall use this facilities solely for the official purpose and shall not surf any sites for personal use/information during the office working hours.

## 7. CONFIRMATION

- 7.1 You shall be confirmed in 3 months from the effective start date of your employment with Company.
- 7.2 During this period, the Company may terminate your employment by providing a prior notice of 1 month or by paying you one months salary in lieu of such notice.
- 7.3 If you desire to terminate your employment during period, you shall provide the Company 1 month's prior written notice with reasons for such termination; failing which you are required to pay an amount equal to

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from your salary or the full & final settlement amount payable to you.

## 8. TERMINATION OF EMPLOYMENT

### Termination of contract by either party

- 8.1 Upon confirmation the agreement can be terminated by either party by giving three months' prior notice in writing to the other party or payment in lieu thereof.
- 8.2 If you leave the Company without serving the notice period, in full or part, you will be required to pay an amount equal to the unserved notice period as "notice pay recovery" which will either be recovered from the salary or deducted from the full & final settlement amount payable to you. However, the Company, at its sole discretion, may waive part or full notice period. In the event you leave the Company without serving the notice period in full or fail to pay the notice pay recovery amount in full the Company will be entitled to withhold the relieving letter and will not issue the Experience Letter or any other documents as it deems necessary.
- 8.3 **Termination on account of injury or illness**

In the event any injury or accident or illness is caused to you, otherwise than in the course of your duty, you shall be entitled to receive full salary for the 12 months or any shorter period during which such incapacity continues, and if such incapacity continues for longer than 12 consecutive months, the Company shall have the discretion to terminate your employment by 3 months' notice or salary in lieu of such notice and you shall not be entitled to claim any compensation for such termination.

8.4 **Termination with cause**

The Company shall have the right to terminate this agreement forthwith, without any notice and without any basic salary in lieu of notice period in the event the employee is found guilty of any acts or omissions construed as 'misconduct' under applicable laws this Agreement and/or Company policies including but not limited to completion of mandatory trainings.

8.5 **Suspension:**

During the course of a preliminary investigation/ disciplinary inquiry, if deemed fit, the Company reserves the right to place you on suspension subject to pay and benefits as per the applicable law. It is clarified that suspension shall not be construed as a disciplinary action and does not imply that any decision has already been made about the allegations.

8.6 **Events following termination**

- i. The following events shall occur upon termination or cessation of your employment with the Company:
  - a. You shall deliver to the Company all documents, tools, plans, drawings, materials, computer



external hard drive and other properties of the Company which may be in his possession or under his control, to the person as nominated by the Company and obtain a 'No Objection Certificate' from all the departments of the Company upon which only you will be relieved from the Company and your account will be settled;

- b. Without prejudice to any other right available under applicable law, the Company reserves the right to make reasonable deductions from your final salary payment or any other amount due to you, should you fail to return any property of the Company in your possession, or return it in a damaged state, other than due to normal wear and tear;
- c. All duties of employment (express and implied) will continue during the notice period, including but without limitation, duties of fidelity, good faith and exclusive service. During this period, you may not be employed or engaged in the conduct of any activity for any third party, whether or not of a business nature;
- d. You shall not make any untrue or misleading statements in relation to the Company to any person;
- e. You agree to assist the Company, if required, with respect to any legal proceeding you have been involved with during your employment or which may be instituted by or against the Company in the future for which your assistance may be necessary.
- f. You shall provide all assistance necessary for handover of your duties under this Agreement to any person appointed by the Company in this regard; and
- g. You shall not represent yourself as a representative of the Company or its Affiliates and shall cease to hold any position held as an office-bearer, officer, director, trustee, or member of any internal or any external committees, boards of directors, or other boards, affiliations, as a representative or employee of the Company and shall tender all necessary resignations in this regard.
- h. You acknowledge and agree that you will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize, or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred (including on social media) or otherwise, that may reasonably be construed to be derogatory or critical of, or negative towards the Company or its business or business relationships of the Company or any of their affiliates, investors, employees, directors, agents, or partners including business partners. You acknowledge and agree that the Company may file and seek appropriate remedies before court of competent jurisdiction, at your risks and cost, for violation of this Clause.
- i. Once your employment ceases and all your dues, statutory and contractual, as the case may be, are settled as per the Agreement, Company policies and applicable law, you will release and discharge the Company from any further employee related dues and waive your right of claim in relation to such dues.



## 9. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

You will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

## 10. LEAVE

The leaves will be notified to you from time to time and will be as per the Company's policy, as applicable to the office, where you are located.

## 11. EXCLUSIVITY

During your employment, you shall not, be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation or profession or commitment (either for remuneration or otherwise) in any manner whatsoever that:

- a. Conflicts with your works schedule, duties and responsibilities towards the Company;
- b. Creates a conflict of interest or is incompatible with your employment with the Company;
- c. Impairs or has a detrimental effect on your work performance with the Company; and/or
- d. Requires you to conduct work or related activities on the Company's premises during the your working hours or using the Company's facilities and/or equipment; and/or
- e. Directly or indirectly competes with the business or interest of Company, or is otherwise in violation or conflict with this Agreement.

## 12. RETIREMENT AGE

All employees in the Company shall retire on attainment of normal retirement age fixed by the Company, which at present is 58 years. However, the Company, at its sole discretion, may consider granting an extension for a period as decided by the Company subject to you being found medically fit by the medical officer appointed by the Company.

## 13. CONFIDENTIAL INFORMATION

"Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the actual or anticipated business of the Company's which is not generally known and which



the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to you, and information developed or learned by you during the course of your employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which you called or with which you may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which you can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to you; (ii) becomes publicly known or made generally available after disclosure by the Company to you through no wrongful action or omission by you; or (iii) is in your rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by your then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.


You agree that during and after your employment with the Company, you will hold in the strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information. You will not (i) use the Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of your employment, or (ii) disclose the Confidential Information to any third party without the prior written authorization of CEO, or the Board of Directors of the Company. Prior to disclosure, when compelled by applicable law, you shall provide prior written notice to CEO, and the Board of Directors of the Company (as applicable). You agree that you shall obtain no title to any Confidential Information, and that the Company retains all Confidential Information as the sole property of the Company. You understand that your unauthorized use or disclosure of the Confidential Information during your employment may lead to disciplinary action, up to and including, immediate termination and legal action by the Company. You understand your obligations under this clause shall continue after termination of your employment. You further agree to undertake that you will not (save as required by applicable law or any governmental authority) make any announcement in connection with the Agreement or the terms contained herein unless the Company has given its consent to such announcement and the contents thereof (which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).

#### 14. PERSONAL DATA

By signing this Agreement you acknowledge and agree that the Company is permitted to collect, retain,

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process and hold your personal data as part of your personnel and other business records and that the Company may use such information for the purposes directly related to your employment such as monitoring performance at work, including monitoring use of the telephone, e-mail and the internet and administering pay and benefits (including pension and any insurance) to which you may be entitled. The Company may also use this information for personnel matters including making decisions about your role in the organization and in relation to disciplinary matters. The Company will collect, retain and process your sickness records and any medical report provided for the purposes of monitoring sickness, absence and making decisions about this. In addition, the Company may also use your personal information so that it can monitor compliance with the law and best practice, for example in relation to equal opportunities and non-discrimination. Please read the LTI Privacy Notice for employees at the Company website.

You agree that we may disclose such data to third parties in the event that such disclosures are in our view required for the proper administration of your employment and other matters directly related to your employment. This clause applies to information held, used or disclosed in any medium.

## 15. NON-SOLICITATION & INTELLECTUAL PROPERTY

15.1 The Company is in the business of providing various services including services in the area of Information Technology. You will acknowledge that:

- a. The Company's services are highly specialized;
- b. The identity and particular needs of the Company's customers are confidential;
- c. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.

15.2 You will therefore agree that:

- a) While you are employed by the Company and for a period of 6 months after this Agreement has been terminated for any reason, regardless of whether the termination is initiated by the Company or yourself, you will not directly or indirectly (i) attempt to or solicit or persuade, any person or corporation which is a customer or client of the Company or its affiliates, to cease doing business with the Company or its affiliates, or reduce the amount of business which the customer or client would normally do in respect of the business; or (ii) at any time induce or attempt to induce any person who is an employee of the Company or of its affiliates to terminate his or her employment with the Company or its affiliates. The foregoing restrictions are considered reasonable by the parties, and necessary for the protection of the legitimate interests of the Company.
- b) In the event of you becoming party to any proceeding(s) brought by any former employer at any time during or after your employment with the Company, you recognize and agree that you shall have full and sole responsibility of responding to such action or proceeding and



that the Company shall have no responsibility to participate in your response to such action or proceeding whether at your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of the Group Companies or its Directors, Officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

- c) In case of breach or misrepresentation on your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified by you in respect of any litigation/proceedings that the Company or any member of the Company or its group companies may have to face on account of your breach or misrepresentation as above.

## 16. INTELLECTUAL PROPERTY:

- 16.1 "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), database rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world. You agree that during your employment any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you during your employment whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.
- 16.2 You expressly agree that the consideration under this Agreement is adequate for the restrictions set out in this clause and although you and the Company consider the restrictions contained in this clause to be reasonable for the protection of the legitimate business interest of the Company, the Company's intellectual property rights, goodwill of the Company, commercial secrets, operations, levels of competition and reputation, if a final judicial determination is made by a court or any other authority of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court or authority may judicially determine or indicate to be enforceable. Alternatively, if any court or authority of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.





## 17. GOVERNING LAW AND DISPUTES

The Agreement shall be construed and governed in accordance with applicable laws of India. Any disputes between yourself and the Company concerning with or relating to or arising out of this Agreement shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

## 18. GENERAL

### 18.1 Company Policies

You will be governed by all rules, regulations and policies of the Company and procedures including the employee Code of Conduct of the Company. The Company may formulate/ amend from time to time, policies on leave, working hours, exit, anti-sexual harassment, disciplinary issues, equal opportunity, code of conduct, employee benefits, and privacy amongst others, which shall form an integral part of the terms of your employment.

You must familiarize yourself with the Company policies all of which govern your employment with the Company in addition to the terms and conditions of this Agreement and you agree to be bound by them from time to time. Company reserves the right to change existing policies and procedures or introduce new ones from time to time. Any failure to comply with the policies of the Company will be a material breach of the employment obligations by you.

## 19. PASSPORT

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and intimate the same to GO HR at your location, within three months of joining.

Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the applicable laws, this agreement, and Company's policies and procedures up to and including dismissal.

You understand and agree that you will not involve/make the Company and/or any member of the LTI Group of Companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of LTI Group of Companies indemnified at all times, should the Company and/or any member of LTI Group of Companies suffer or incur any damages and expenses whatsoever in this regard.

## 20. ENTIRE AGREEMENT

This Agreement, together with the annexures, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, including any prior versions of this Agreement or any other employment agreement or offer letter. You understand that

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any prior agreements or representations, whether written or oral, are expressly disclaimed. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Company reserves the right to revise its policies and procedures as it deems necessary or appropriate in its sole discretion.

## 21. SEVERABILITY

The unenforceability, illegality, or inapplicability of any one or more phrases and/or provisions of this Agreement and its appendices shall not affect the remaining provisions of this Agreement and its appendices or any part hereof and thereof.

## 22. ACKNOWLEDGMENT

You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your legal counsel, have had sufficient time to, and have carefully read and fully understand the provisions of this Agreement and its appendices, and is knowingly and voluntarily entering into this Agreement and its appendices.

## 23. SURVIVAL

The termination of this Agreement (howsoever caused) shall not operate to affect clauses 8 (*events following termination*), 13 (*confidential information*), 14 (*personal data*), 15 (*non-solicitation and intellectual property*), and 17(*disputes*) of this Agreement which shall operate and have effect thereafter.

In accordance with the standard practice of the company, we request you to treat the terms of this employment as confidential. This letter has to be safely and securely maintained.

You acknowledge and provide your consent for collection, usage, storage, disclosure, transfer (whether in India or abroad) and handling of personal information including Sensitive Personal Data or Information ("SPDI") by the Company in connection with your employment and for the purposes of your administering your employment in accordance with applicable laws and policies formulated by the Company. You further acknowledge and provide your consent to the Company (a) to share SPDI about you and/or your dependents (wherever applicable) provided to the Company, with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; and (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies formulated in this regard and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

You are required to join on or before **Jun 28, 2022**. If you do not join by this date, this offer stands withdrawn - unless the Date of Joining is extended, and communicated to you in writing. At the time of joining, please connect to **Kapil Ramesh Pawar** at the following address.



Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India

- i. You are required to bring the following documents, with a photocopy of each, at the time of joining. Proof of age.
- ii. Educational certificates including mark sheets;
- iii. Relieving certificate, or service certificate from your present employer (without which you are not allowed to join us) and other experience certificates;
- iv. Last 3 months salary slip.
- v. Copy of passport (First & Last Page) & driving license.
- vi. Two copies of your recent passport size photograph.
- vii. Your last Employer's Provident Fund Code Number, P.F. Account Number and Employee's Pension Fund Account Number.
- viii. Provisional Form 16 for the current year.

This Agreement is being issued in duplicate. Please return one copy duly signed immediately, as confirmation of your acceptance of the above terms and conditions.

Yours faithfully,  
For **Larsen & Toubro Infotech Ltd.(LTI)**



---

Ashish Naik  
Associate Director - Talent Acquisition

I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advise in connection with this Agreement and basis such advise I have made a well informed decision to enter into this Agreement.

---

Signature and Date  
Goutham Manchana

Jun 28, 2022

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Date Of Joining

LTI-Confidential

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A Larsen & Toubro  
Group Company

**Registered Office:** L&T House, Ballard Estate, Mumbai 400 001, India  
www.Lntinfotech.com | E-mail: info@Lntinfotech.com | CIN: L72900MH1996PLC104693



<u>ANNEXURE-2</u>		
SALARY CARD		
Name	: Goutham Manchana	Date : June 23, 2022
Salary Grade	: GE1	Location : L&T Infotech - Mahape
Components	Rs. p.a.	Rs. p.m.
Basic		21001
Bouquet of Benefits		35921
Bonus		0
<b>A. Base Salary (PA)</b>	<b>683060</b>	<b>56921</b>
Annual Incentive	70000	
<b>B. Total Variable (PA)</b>	<b>70000</b>	
<b>C. Total Target Cash (A+B)</b>	<b>753060</b>	
Provident Fund (PF)	30252	2521
Gratuity	12132	1011
Mediclaim Premium	10556	
<b>D. Retirals &amp; Other Benefits</b>	<b>52940</b>	
<b>Cost to Company (CTC) C+D</b>	<b>806000</b>	



**Bonus:**

Bonus amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

**Annual Incentive:**

For the payout please refer Annual Incentive Policy. Annual Incentive amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

**Medical Insurance:**

For details refer to Medical Benefits Scheme - Grades P4, M4, L4, S3 and Below policy on HR Policies Portal.

**Notes:**

- PF and leave encashment will be calculated based on Basic, as per the rules.
  - The PF amount shown is Employer's contribution. An equal amount will be deducted as Employee's contribution.
  - Gratuity and NPS will be calculated using the Basic, as per the rules.
  - Employees on overseas deputation will be paid allowances as per Overseas Deputation Note/ Allowance Revision Letter.
  - You are required to declare your options under Bouquet of Benefits (BoB) in the SSC Portal. The guidelines relating to Bouquet of Benefits (BoB) are available on HR Policies portal.
  - Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
  - 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.
- In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the Company.



Date: October 14, 2021

Ref: LTI/HR/EN7/Campus/2022

Name: Harsha Vardhan Bashavathini

College: Chaitanya Bharathi Institute of Technology

### LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Harsha Vardhan Bashavathini,

**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 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.40000** as per the details mentioned in '**Annexure-1**'.
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 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. You shall be required to accept the offer on the portal site as well.
4. 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-2**'. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in '**Annexure-3**'.
6. **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/medical background 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.

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.intinfotech.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 CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. 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.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. 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-4**'.
12. 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 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 will be used to allocate you on various projects and the results would also impact your date of joining.

If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



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Nikhil Govekar  
Director - Campus  
Recruitment, Learning  
& OD

I have read the letter and accept the same.

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Signature and Date

ANNEXURE-1

Name : Harsha Vardhan Bashavathini		Date : October 14, 2021
Grade : GA1		
COMPONENTS	Rs. (P. M.)	
Stipend	40000	

Medical Insurance Premium

The Group Medclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.



## ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. <b>No Year drop allowed.</b>
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA  NOTE: <ul style="list-style-type: none"> <li>• SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered.</li> <li>• For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.</li> </ul>
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> <li>• For the interview process, an aggregate of 60% &amp; above <u>till the results of the last conducted examination</u> will be considered</li> <li>• Aggregate of 60% &amp; above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results</li> <li>• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)</li> <li>• Conversion from CGPA into Percentage must be calculated as per your respective University norms</li> <li>• Provisional/Passing Certificate(of all courses) must state <b>First class</b></li> </ul>
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> <li>• <b>No active/live backlogs allowed at the time of the interview process</b></li> <li>• All backlogs (if any) must be cleared <u>with the final semester exams</u></li> <li>• 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)</li> </ul> <ul style="list-style-type: none"> <li>• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University.</li> <li>• This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism.</li> <li>• Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.</li> </ul>
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE 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 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 tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

**Candidate Signature:** \_\_\_\_\_

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

**Institute Name:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

### **ANNEXURE-3**

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**

- 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.

<b>ANNEXURE-4</b>		
Name : Harsha Vardhan Bashavathini      Date : October 14, 2021		
Salary Grade : GE1		
Components	Rs. p.a.	Rs. p.m.
Basic		21000
Bouquet of Benefits		35960
<b>A. Base Salary (PA)</b>	<b>683520</b>	<b>56960</b>
Annual Incentive	70000	
<b>B. Total Variable (PA)</b>	<b>70000</b>	
<b>C. Total Target Cash (A+B)</b>	<b>753520</b>	
Provident Fund (PF)	30240	2520
Gratuity	12121	1010
Mediclaime Premium	6773	
<b>D. Retirals &amp; Other Benefits</b>	<b>49134</b>	
<b>Cost to Company (CTC) C+D</b>	<b>802654</b>	

**Medical Insurance Premium:**

The Group Medclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

**Notes:**

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) 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. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

\*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal. The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- 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.

December 30, 2021

To  
**Mallari Hemanth**  
Hyderabad

**OFFER LETTER**

Dear **Mallari Hemanth**,

Please refer to your application and the subsequent interview with us. We are happy to inform you that you have been selected by us for the position of “Associate Engineer” at “Cloud4C Services Pvt. Ltd.”

We are, therefore, pleased to appoint you in the permanent employment of this Company on the following general terms and conditions of employment.

1. Your consolidated salary for initial 2 (two) months from the joining date i.e. during the training period, shall be Rs. 10,000 p.m., (Ten Thousand rupees only) per month. Upon expiry of the initial two months, your consolidated salary is **Rs. 3,75,000/- p.a.**, (Three Lakhs Seventy Five Thousand Rupees Only) and other emoluments will be as per **Appx. 'A'**.
2. During your employment with this company, you will be bound by such rules and regulations at any time, and also by such legal requirements as may be applicable. You are expected to give to the company, your best efforts, attention and commitment. You are explicitly advised to refrain from any such activity, whether for monetary or any other considerations, as may become in our opinion, a hindrance to your performance.
3. You are, by virtue of employment with this company, required to do work allied, ancillary or related to incidental to the main job. Similarly, you may be asked to do any other job within your competence as judged by the company, depending upon the exigencies of the situation.
4. During the course of your employment with us, you will come in possession of the knowledge of the trade and methods of the business. It is essential that you under take to maintain total secrecy about all the information, knowledge, or such other matters. You shall not by yourself or through others, allow the same to be used in any manner detrimental to this company either during your employment or thereafter.
5. You would report to your seniors or as assigned by the management from time to time during your employment. You would be responsible for all the objectives/targets set in accordance with your reporting authorities, which are considered for evaluation of your probation period for **Six months**.
6. Your appointment and the employment will be subject to your being and remaining **medically fit**. It is necessary for you to get medically examined, as and when required by the company.
7. Your employment is substantially based on the information provided by you. If, it is found that the information provided by you are incorrect or that some information is suppressed, then your employment is liable for summary termination.
8. The contract of employment can be terminated by either Party, without cause, by giving to the other Party 3 months' notice, in writing, of its intention to do so. The Company may, at its sole discretion, waive the whole or part of the notice period.
9. Your employment at the company could be terminated for cause, upon immediate written notice to you, if there is any kind of:

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Strictly

(a) Illegal activity - relating to work or not - harming the reputation of the company. (b) Indecent behavior with colleagues, customers or suppliers. (c) Personal bankruptcy / insolvency. (d) Refusal to do any lawful work assigned by the company. (e) Absenteeism. (f) Willful neglect of work. (g) Repeated insubordination or violation of employment rules. (h) Undisclosed conflict of interest. (i) Financial irregularity with respect to expenses incurred or reimbursed by the Company. (j) Corporate espionage

10. You hereby covenant, undertake and agree that during the term of your employment and for a period of 1 year following the termination of the employment, thereafter, you shall not on your own or together with any Person, directly or indirectly:

(i) Solicit or take away from the Company or attempt to solicit or take away, the business of any customers or any potential customer with whom you have dealt during the employment with the Company, any other related parties or clients of the Company who have been customers or clients of the Company.

(ii) Solicit or entice away or attempt to solicit or entice away any person who at any time during such period shall have been a director, officer, employee or associate of the Company. Be directly or indirectly interested, concerned, or engaged as principal or partner or director, agent or employee, assistant, consultant, advisor or contractor in any other capacity in any business whether for profit or otherwise relating to Internet Data Center Solutions, Internet Services or such fields which is in direct competition with the business of the Company or any business contemplated by the Company, in any geographical area within India.

11. On ceasing to be in the employment of this company for any reason, you will promptly settle all accounts including the return of all Company properties, tools, equipment, documents, etc., without making or retaining any copies.

12. Your growth in this company depends, among other factors, primarily upon contribution, dedication, sincerity and initiative.

13. You are requested to submit the documents as intimated by the “HRD Department”, at the time of joining.

14. You will receive your job profile in due course of time.

15. Please acknowledge and confirm your acceptance of the terms and conditions mentioned in this letter.

We welcome you, and look forward to many years of mutually rewarding and beneficial association. Hope that you work with much more enthusiasm and dedication in your future to come out with stupendous performance

Yours truly,  
For **Cloud4C Services Pvt. Ltd.**

**P Rajani Reddy**  
Authorized Signatory

**APPX 'A': DETAILS OF SALARY & OTHER ALLOWANCES**

The details of the offer given to you are as given below:

- |                |   |                           |
|----------------|---|---------------------------|
| 1. Name        | : | <b>Mallari Hemanth</b>    |
| 2. Designation | : | <b>Associate Engineer</b> |
| 3. Grade       | : | <b>L0</b>                 |
| 4. Location    | : | <b>Hyderabad</b>          |

Monthly Earnings	Amount in Rs	Yearly Earnings	Amount in Rs
Basic	11000	Basic	132000
HRA	6875	HRA	82500
Special Allowance	7825	Special Allowance	93900
<b>A. Fixed Salary</b>	<b>25700</b>	<b>A. Fixed Salary</b>	<b>308400</b>
<b>B. Performance Linked Pay</b>	<b>3750</b>	<b>B. Performance Linked Pay</b>	<b>45000</b>
<b>C. Employer Provident Fund</b>	<b>1800</b>	<b>C. Employer Provident Fund</b>	<b>21600</b>
<b>Total CTC (A+B+C)</b>	<b>31250</b>	<b>Total CTC (A+B+C)</b>	<b>375000</b>

Other Perks	Limit (p.a)	Coverage
Medical Insurance Coverage	200000	Employee, Spouse and 2 Children
Life Term Insurance	500000	
Accidental Insurance	500000	

**Note:** Performance linked pay will be released on basis proportional to your performance ratings.

TDS will be deducted according to the income tax norms

Yours truly,  
For **Cloud4C Services Pvt. Ltd.**

**P Rajani Reddy**  
Authorized Signatory





Oracle India Private Limited  
India Development Center  
Oracle Technology Park  
3, Bannerghatta Road  
Bangalore - 560 029, India  
Phone +91 80 4107 6000  
Fax +91 80 2552 6124

Registered office address:  
F-01/02, First Floor,  
Salcon Rasvilas Plot no. D-1,  
District Centre, Saket,  
New Delhi – 110 017  
Phone: 91-11- 46509000  
Fax: 91-11-40574722  
CIN: U74899DL1993PTC051764

**Private & Confidential**

**11 May 2022**

**Jashwanth Thammanaboina**

Dear Jashwanth,

We are pleased to offer you employment in the position of Associate Software Developer with Oracle India Private Limited, IDC ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
<b>A. Basic salary</b>	576,376.00
<b>B. Flexible Benefit Plan (FBP) **</b>	704,459.00
<b>C. Annual Gross Pay AGP (A+B)</b>	1,280,835.00
<b>D. Company's contribution to PF</b>	69,165.00
<b>E. Company's contribution to Gratuity</b>	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore

choose to commence on any Monday or Thursday. 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 Ramesh Garikipati (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 India Private Limited, IDC**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

#### **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.



July 21, 2022

Jaswanth Nath Kuraganti  
S1-B-288, Sachivalaya Nagar, Vanasthalipuram, LB Nagar,  
Hyderabad, Telanagana-500070  
jaswanthnath603@gmail.com  
8897976689

Dear Jaswanth Nath Kuraganti:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

### 1. Commencement

Your employment with Micron will commence on August 18, 2022. The commencement of your employment is subject to the conditions set out in **section 9** of this offer letter. If any of those conditions is not satisfied, then your employment with Micron will not commence and this offer of employment, if you have not accepted it, will automatically be deemed to have been withdrawn. If you have already accepted this offer, Micron may (notwithstanding any other clause in this Agreement) terminate this Agreement immediately without notice or any payment in lieu of notice.

### 2. Position

Micron will employ you on a full-time basis in the position of Associate Software Engineer - IT MFG SQA or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the Manager - IT MFG SQA and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

### 3. Term

Your employment is intended to be for an indefinite term, subject to:

- (a) your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);
- (b) the conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);
- (c) if relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and
- (d) termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1 and 6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

#### 4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

#### 5. Remuneration

##### *Fixed Salary*

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of INR 594000 per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

- (a) basic salary (**Basic Salary**) at a rate equal to INR 297000 per year; and
- (b) allowances equal to, annually:
  - (i) House rent allowance INR 118800
  - (ii) Special allowance INR 178200

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

##### *Discretionary Allowances*

Micron will pay you the following discretionary allowances:

- (a) Medical expense allowance INR 15,000 per year  
(payable monthly on a pro-rata basis)
- (b) Leave travel allowance\* INR 41,000 per year  
(\*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

##### *Discretionary Incentive Pay*

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind,

change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is 10 % of your Fixed Salary.

#### *Employee Provident Fund*

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

#### **6. Leave**

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

#### **7. Discretionary Benefits**

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

##### *Insurance*

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.

Policies with respect to Micron's discretionary benefits are listed online on Micron's internal intranet – MicronNow / PeopleNow – and in the Micron Team Member Handbook (**Handbook**) for Micron India team members. You can also find the most up-to-date version of this Handbook through MicronNow / PeopleNow. Team members are responsible for keeping informed about any changes to this Handbook and to the benefits described on MicronNow / PeopleNow.

#### **8. Additional Contractual Terms**

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary,

confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at [new\\_hire\\_cert@micron.com](mailto:new_hire_cert@micron.com) and to your supervisor at Micron.

## 9. Conditions on this Offer

This offer of employment and your commencement of employment with Micron is conditional upon:

- (a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;
- (b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;
- (c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment;
- (d) you providing to Micron, by no later than 14 calendar days before the date your employment is due to commence, proof acceptable to Micron that you are fully-vaccinated (two doses) against COVID-19; and
- (e) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are NOT a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately*, to permit us to request an export control license for you if necessary.

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely



SHARMILA KHAN  
Director, Regional Business Partner – India

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To: Micron Technology Operations India LLP

I, Jaswanth Nath Kuraganti, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

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Signature

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Date (mm/dd/yyyy)



**ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE  
(FOR INFORMATION PURPOSES)**

*Compensation*

Fixed Salary

• Basic Salary	INR 297000
• House Rent Allowance	INR 118800
• Special Allowance	INR 178200
Total	INR 594000

Employer Provident Fund Contributions

INR 35640

Discretionary Allowances

• Medical Expense Allowance	INR 15000
• Leave Travel Allowance	INR 41000

Discretionary Incentive Target

INR 59400

**TOTAL**

**INR 745040**

*Hyderabad Benefits\**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

*\*All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

## ANNEXURE B

### Bachelor's Degree – Engineer

1. A Bachelor's Degree is a pre-requisite for your ongoing employment.
2. You must submit to the HR Department of Micron by August 31, 2022, an original copy of the notification of examination results issued by the Registrar of your college or university, stating that you have passed the final examination for the Degree of Bachelor of Engineering.
3. You must also submit an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron by October 31, 2022.
4. If you do not obtain your Degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.
5. You will keep Micron duly informed of any delay in the completion of the above Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

### 1 Your Duties

1.1 You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;
- (b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;
- (c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;
- (d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and
- (e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

- (a) act in conflict with Micron's best interests; or
- (b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation

to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

### 2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

### 3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

### 4 Expenses

Micron will reimburse you for all work-related expenses:

- (a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);
- (b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;
- (c) which are approved by an authorized Micron representative; and
- (d) are otherwise incurred and claimed in accordance with applicable Micron policy.

**5 Leave**

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

**6 Termination**

6.1 Your employment may be terminated at any time:

- (a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or
- (b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

- (a) not attend for work or contact any customers or clients; and/or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

- (a) if you are guilty of misconduct, including, without limitation:
  - (i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;
  - (ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

**clause 6.4** or taking any other disciplinary action.

- 6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).
- 6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.
- 6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).
- 6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

## **7 What Happens After the Termination of Employment**

- 7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.
- 7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

## **8 Remuneration**

- 8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.
- 8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

## **9 Compliance**

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

## **10 Data Protection**

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

## **11 Employee Surveillance**

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

## **12 Warranty**

You warrant that:

- (a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;
- (b) you having provided Micron with information that is true and complete in all respects;
- (c) your employment with Micron will not violate any agreement with, or rights of, any third party;
- (d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

- (e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
- (f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and
- (g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

**13 Severability**

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

**14 Waiver**

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

**15 Additional Remedies**

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

**16 Successors and Assigns**

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

**17 Entire Agreement**

This Agreement and the Confidentiality and Intellectual Property Agreement:

- (a) constitute the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

**18 Headings**

Headings are for ease of reference only and do not affect the meaning of this Agreement.

**19 Alteration and Exercise of Rights**

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

**20 Governing Law**

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

**21 Definitions**

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed and Dated (mm/dd/yyyy)



## **APPOINTMENT LETTER**

February 9, 2022

Dear Gadipally Reddy,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

### **3. Other Benefits:**

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](https://mywipro.wipro.com)

#### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. 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 from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

#### 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

## 7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## 8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

## 9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

**Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

**10. Training Agreement:**

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

**11. Notice Period & Termination:**

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

**12. Pre Joining Program (PJP):**

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

**ANNEXURE I****DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

**Noted below are a few examples of conflict of interest:**

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

### **Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).

## **ANNEXURE II**

### **PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I Gadipally Reddy, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

### ANNEXURE III

#### SALARY OFFER SHEET

**Name: Gadipally Reddy**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
<b>Total Fixed Cash</b>	<b>24,688</b>
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
<b>Total Fixed Compensation</b>	<b>27,108</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	1,459
<b>Target Cost to Company per month</b>	<b>29,167</b>
<b>Total Cost to Company per annum</b>	<b>3,50,004</b>

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

### ANNEXURE – IV

### **Bonus Details**

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

<b>Year</b>	<b>Bonus</b>
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
  - a. you being "active" in the services of the company through to retention date as applicable
  - b. your employment has not been terminated for poor performance or for cause prior to retention date
  - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

### **ANNEXURE – V**

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

### **ANNEXURE – VI**

#### **Variable Pay - A BRIEF OVERVIEW**

#### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

### **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

#### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

#### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

#### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

##### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

##### **2. Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

##### **3. Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

##### **4. Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

##### **5. New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

### **Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

#### **Accommodation, Food & other Miscellaneous Expenses**

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

### **SUMMARY SOCIAL SECURITY & OTHER BENEFITS\***

#### **Medical**

1. **Medical Assistance Program (MAS)\*\*:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium,10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit\*\*: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

## 1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

## 2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept

Decline

**Signature** Gadipally Reddy 9/2/2022 10:16 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

22849992

# MAQ Software

**Mohammed Mansoor Ahmed**

**Aadhaar No: 3673 1529 9362**

**Phone: 733 068 1702**

**E-mail: ugs18102\_it.mansoor@cbit.ac.in**

Date: June 15, 2022

Dear **Mohammed Mansoor Ahmed**:

On behalf of **MAQ Software Hyderabad 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, June 20, 2022**.

**3. Service Agreement.** Your appointment is subject to your agreeing to be employed by the company for a period from **Monday, June 20, 2022**, to **Monday, December 19, 2022**. 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 <sup>a</sup>	Rupees 19,844
Employee Provident Fund	Rupees 21,600
Health Insurance Reimbursement <sup>b</sup>	Rupees 5,000
<b>Total Eligible Annual CTC</b>	<b>Rupees 7,50,000</b>

- 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.
- c. This offer is for Pacific Standard Time (PST) Shift. You may be required to work in other shifts depending upon the business requirements.

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.

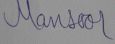
10. **Surety Deposit.** Rupees Fifteen thousand, deducted from your salary every month for the first four months, will be deposited as surety with the company. This amount will be refunded to you at the end of the service agreement. The surety will not be refunded in case the service agreement is breached 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 Hyderabad.

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 Software Hyderabad Private Limited**

DocuSigned by:  
  
D8BD8006C990483.....  
Signature  
**Amrish Shah**  
Director of Application Services Delivery  
Date: June 15, 2022

**Accepted and Agreed**

DocuSigned by:  
  
5A1BB112613047E.....  
Signature  
**Mohammed Mansoor Ahmed**  
June 19, 2022  
Date: \_\_\_\_\_

Attachment A: Confidential Information and Invention Assignment Agreement.



March 01, 2022

Nithin Reddy  
Percentage: 9.7Gachibowli  
Hyderabad, Telangana, India 500032  
8790369999,  
nr5398069@gmail.com

Dear Nithin Reddy:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

### 1. Commencement

Your employment with Micron will commence on August 01, 2022. The commencement of your employment is subject to the conditions set out in **section 9** of this offer letter. If any of those conditions is not satisfied, then your employment with Micron will not commence and this offer of employment, if you have not accepted it, will automatically be deemed to have been withdrawn. If you have already accepted this offer, Micron may (notwithstanding any other clause in this Agreement) terminate this Agreement immediately without notice or any payment in lieu of notice.

### 2. Position

Micron will employ you on a full-time basis in the position of Associate Engineer, IT HR, or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the Sr. Staff Business Analyst - IT HR and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

### 3. Term

Your employment is intended to be for an indefinite term, subject to:

- (a) your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);
- (b) the conditions, and rights of termination, set out in Annexure B of this letter (and Annexure B is deemed to be part of this letter);
- (c) if relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and
- (d) termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law.

The required period of notice for **clauses 6.1** and **6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

#### 4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

#### 5. Remuneration

##### *Fixed Salary*

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of INR 594000 per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

- (a) basic salary (**Basic Salary**) at a rate equal to INR 297000 per year; and
- (b) allowances equal to, annually:
  - (i) House rent allowance INR 118800
  - (ii) Special allowance INR 178200

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

##### *Discretionary Allowances*

Micron will pay you the following discretionary allowances:

- (a) Medical expense allowance INR15,000 per year  
(payable monthly on a pro-rata basis)
- (b) Leave travel allowance\* INR41,000 per year  
(\*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

These allowances are discretionary and are not guaranteed. Micron may rescind, change or replace these allowances, including their amount and the basis upon which they are paid, at any time at its sole discretion.

##### *Discretionary Incentive Pay*

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is 10 % of your Fixed Salary.

#### *Employee Provident Fund*

Micron's present practice is to contribute to the provident fund at the rate of 12% of your Basic Salary. You are required to make an equal contribution. Please note that Micron reserves the right to increase or decrease the amount of contributions payable within statutorily permissible limits, without the need to compensate you for any downward adjustments. Similarly, upward adjustments may also be made without increasing your overall remuneration. In no case will the contributions be less than that required by law. Micron's exercise of these rights will be in its sole discretion. Contributions will be paid in accordance with the rules of the applicable plan and Micron policy.

#### *Sign-On Bonus*

Micron will pay you a one-time gross sign-on bonus of INR 75000 after you commence employment with it (**Sign-On Bonus**). You must repay Micron the gross amount of the Sign-On Bonus if you give notice of your resignation or Micron terminates your employment for misconduct, absenteeism or any other violation of Company policy before you complete one year of service.

You authorise Micron to withhold from your final pay, to the extent permitted by law, the amount owed to Micron and you agree to sign whatever further authorisation may be required by Micron at the time to give effect to this. If the amount you owe Micron is greater than the amount withheld (if any), you must pay the balance in full to Micron within 30 days from the date on which your employment terminates. If you fail to repay the balance of the Sign-On Bonus within the time set out above and it is necessary for Micron to take legal action against you to recover such amount, you agree to reimburse Micron for all costs incurred by Micron to collect such amounts, including attorneys' fees and court costs.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

## **6. Leave**

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

## **7. Discretionary Benefits**

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

#### *Insurance*

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.

Policies with respect to Micron's discretionary benefits are listed online on Micron's internal intranet – MicronNow / PeopleNow – and in the Micron Team Member Handbook (**Handbook**) for Micron India team members. You can also find the most up-to-date version of this Handbook through MicronNow /

PeopleNow. Team members are responsible for keeping informed about any changes to this Handbook and to the benefits described on MicronNow / PeopleNow.

## **8. Additional Contractual Terms**

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your prior employers and/or any third parties, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any prior employer and/or any third party in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential, proprietary, or trade secret materials from any prior employer and/or any third party. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any nonpublic business files or documents from any prior employer and/or any third party. If you locate any such files or documents, please return and/or delete them (as provided by your contracts with prior employers and/or any third parties) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

Based on the foregoing, you represent that your employment with Micron will not breach any agreement to protect confidential information, knowledge, or data acquired by you in confidence or in trust prior to becoming an employee of Micron, and you will not use, access, or disclose to Micron, or induce Micron to use or disclose, any such confidential information or material belonging to any prior employer and/or any third party. Further, you agree that in the event you believe at any time that your work with Micron would make it difficult for you to not disclose to Micron any confidential information or materials belonging to any prior employer and/or any third party, you will immediately inform Micron via email at [new\\_hire\\_cert@micron.com](mailto:new_hire_cert@micron.com) and to your supervisor at Micron.

## **9. Conditions on this Offer**

This offer of employment and your commencement of employment with Micron is conditional upon:

- (a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;
- (b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;
- (c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment;
- (d) you providing to Micron, by no later than 14 calendar days before the date your employment is due to commence, proof acceptable to Micron that you are fully-vaccinated (two doses) against COVID-19; and
- (e) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are NOT a citizen of any of these countries (even at a secondary level, such as "dual" citizenship

with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately, to permit us to request an export control license for you if necessary.*

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely



SHARMILA KHAN  
Director, Regional Business Partner – India

---

To: Micron Technology Operations India LLP

I, Nithin Reddy, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.

---

Signature

---

Date (mm/dd/yyyy)



**ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE  
(FOR INFORMATION PURPOSES)**

*Compensation*

Fixed Salary

- Basic Salary INR 297000
- House Rent Allowance INR 118800
- Special Allowance INR 178200
- Total INR 594000

Employer Provident Fund Contributions INR 35640

Discretionary Allowances

- Medical Expense Allowance INR 15000
- Leave Travel Allowance INR 41000

Discretionary Incentive Target INR 59400

**TOTAL** **INR 745040**

*Hyderabad Benefits\**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

*\*All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

## ANNEXURE B

### Bachelor's Degree – Technology

1. A Bachelor's Degree is a pre-requisite for your ongoing employment.
2. You must submit to the HR Department of Micron by August 31, 2022, an original copy of the notification of examination results issued by the Registrar of your college or university, stating that you have passed the final examination for the Degree of Bachelor of Technology.
3. You must also submit an original copy of the official transcript of academic record for your Degree and the Degree scroll upon conferment to the HR Department of Micron by October 31, 2022.
4. If you do not obtain your degree at the required level within the required time and/or are required to repeat any part of your course, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.
5. You will keep Micron duly informed of any delay in the completion of the above Degree program. Any delay may result in the termination of your employment as provided for in paragraph 4 above.
6. If your PhD is not conferred on you by October 31, 2022, Micron reserves the right to terminate your employment in accordance with **clauses 2.4** and **6** of the Standard Terms.
7. You will keep Micron duly informed of any delay in the completion of your PhD. Any delay may result in the termination of your employment as provided for in paragraph 4 above.

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

### 1 Your Duties

1.1 You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;
- (b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;
- (c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;
- (d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and
- (e) report to the person or persons nominated by Micron from time to time.

1.2 Without limiting your duties to Micron, during your employment you must not:

- (a) act in conflict with Micron's best interests; or
- (b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation

to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

### 2 Probationary Employment

2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

### 3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

### 4 Expenses

Micron will reimburse you for all work-related expenses:

- (a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);
- (b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;
- (c) which are approved by an authorized Micron representative; and
- (d) are otherwise incurred and claimed in accordance with applicable Micron policy.

**5 Leave**

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron, the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

**6 Termination**

6.1 Your employment may be terminated at any time:

- (a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or
- (b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

- (a) not attend for work or contact any customers or clients; and/or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

- (a) if you are guilty of misconduct, including, without limitation:
  - (i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;
  - (ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (**RBA**) and complies with the RBA Code of Conduct (**Code**). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

**clause 6.4** or taking any other disciplinary action.

- 6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).
- 6.11 Termination under **clause 6** does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.
- 6.12 The rights of termination under **clause 6** apply according to their terms and are not limited by any other term of this Agreement (including implied terms).
- 6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

## **7 What Happens After the Termination of Employment**

- 7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.
- 7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

## **8 Remuneration**

- 8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.
- 8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

## **9 Compliance**

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

## **10 Data Protection**

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

## **11 Employee Surveillance**

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

## **12 Warranty**

You warrant that:

- (a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;
- (b) you having provided Micron with information that is true and complete in all respects;
- (c) your employment with Micron will not violate any agreement with, or rights of, any third party;
- (d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

pending or, to the best of your knowledge, threatened against you;

- (e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
- (f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and
- (g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

**13 Severability**

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

**14 Waiver**

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

**15 Additional Remedies**

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

**16 Successors and Assigns**

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

**17 Entire Agreement**

This Agreement and the Confidentiality and Intellectual Property Agreement:

- (a) constitute the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

**18 Headings**

Headings are for ease of reference only and do not affect the meaning of this Agreement.

**19 Alteration and Exercise of Rights**

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

**20 Governing Law**

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

**21 Definitions**

21.1 **Agreement** means these Standard Terms and the accompanying offer letter.

21.2 **engage in** means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 **Related Companies** means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed and Dated (mm/dd/yyyy)



Hexagon Capability Center India Pvt. Ltd.  
DivyaSree Trinity Campus HITEC City, Madhapur  
Hyderabad 500 081, India  
T: +91 40 7103 5000  
[www.hexagon-cci.com](http://www.hexagon-cci.com)  
CIN: U72200TG1987PTC014464

6-Jul-22

**Praneeth koyyala**

Hno 4-17 to 19 , janmabhoomi nagar  
above bridgestone showroom  
mancherla , 504208

**Subject: Appointment as Software Developer**

Dear **Mr. Praneeth**,

We are pleased to offer you, the position of **Software Developer** with Hexagon Capability Center India Private Limited (the 'Company') on the following terms and conditions:

**1. Commencement of Employment**

Your employment will be effective as of 6-Jul-22.

**2. Job Title**

Your job title will be Software Developer and you will be part of **PPM**.

**3. Salary & Benefits**

Your salary and other benefits will be as set out in Annexure 1 and Annexure 2 respectively.

**4. Place of work**

You will be posted at Hyderabad.

**5. Personal Information**

You shall keep the Company informed immediately of any change in your residential address, your family status or any other personal information that is relevant to your employment.

**6. Transfer**

In consideration of organization and business needs, your services can be transferred by the Company to anywhere in India or abroad to any one of the parent Company's departments, subsidiaries, Joint Ventures, Associates, Sister Companies, etc., already in existence or that may exist in future. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the new place of employment.

**7. Hours of Work**

The normal working days are Monday through Friday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 8 am to 5 pm and you are expected to work not less than 45 hours each week, and if necessary, for additional hours depending on your responsibilities. The Company reserves its right to review/revise/change the working hours as and when required in the business of the Company.



### **8. Company Property**

You will always maintain in good condition Company property, which may be entrusted to you for official use during your employment and shall return all such property to the Company prior to relinquishment of your charge /separation from employment for any reason, failing which the cost of the same will be recovered from you by the Company.

### **9. Borrowing/Accepting Gifts**

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **10. Probation clause**

You will be on probation for a period of six months from your date of joining. At the end of this period, you will be deemed to be confirmed in service subject to your satisfactory conduct and performance. Your period of probation may be extended in writing if either your conduct or performance is not meeting expectation of your manager for another three months or for a shorter period purely at the discretion of the Company. In the event your conduct and performance are found unsatisfactory and if it falls short of expectation either during initial probationary period or during extended period of probation, your services are liable to be terminated.

### **11. Resignation/ Termination**

11.1 Your employment can be terminated by the Company, for the reason as the Company deems valid, by giving you not less than 45 days prior notice in writing or salary in lieu thereof.

11.2 You may terminate your employment with the Company, without any cause, by giving no less than 45 days prior notice or salary in lieu thereof. However, due to business exigencies, Company may at its sole discretion ask you to serve the full notice period.

11.3 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.

11.4 If at any stage, during the tenure of your service, it is found that any or details furnished by you are incorrect and/or this agreement of service has been obtained by misrepresentation of facts, the Company shall have the right to terminate your services forthwith subject to any other terms and conditions stipulated herein.

11.5 Any violation of Company's code of conduct / acts that amount to criminal offence and moral turpitude would invite appropriate disciplinary action including termination of employment.

11.6 Prolonged unauthorized absence would be treated as misconduct and would invite disciplinary action including termination of employment.

11.7 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information.





## **12. Retirement Age**

You will retire from the services of the Company on superannuation, upon attainment of Sixty years of age. The actual date of retirement shall be the last working day of the calendar month in which your birthday falls.

## **13. Confidential Information**

13.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, relate to, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

13.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers 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 organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

13.3 At no time, will you remove any Confidential Information from the office without permission.

13.4 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you

## **14. Applicability of Company's Policies**

The Company shall be entitled to make policy declarations from time to time pertaining to matters like designations, leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

## **15. Tax Liability**

The Company will deduct taxes as appropriate and consistent with the Indian tax regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.



# HEXAGON

## 16. Relocation Cost Recovery

You can avail relocation allowance in accordance with Company's Relocation policy. Relocation allowance claimed from the company is to be paid back on a pro-rated basis in the event of your resignation from services voluntarily with Hexagon within 12 (twelve) months of joining the Company.

## 17. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a Court /Tribunal/Authority as the case may be, at Hyderabad, Telangana State. Notices may be given by the Company to you at the address intimated by you in the official records.

## 18. Confidentiality of Employment Terms

The terms of your employment detailed above are strictly confidential and should be treated as privileged information between yourself and Company. You are expected to maintain such information appropriately.

## 19. Acceptance of our Offer

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you and look forward to working with you.

With Best Wishes,

For Hexagon Capability Center India Pvt. Ltd.,

**Manoj Patloori**  
**Executive Manager Talent Aquisition**

## ACCEPTANCE:

I read, understood and accept the above-mentioned terms and conditions of my employment with the Company and I confirm that all such terms & conditions are fair and reasonable.

Name :

Date of Joining :

Place & Date :

Signature



### Annexure 1 - Compensation Details

Name : Praneeth koyyala  
Designation : Software Developer  
Band : 9

	Salary Component	Amount
A.	<b>Monthly Salary (Rs. /per month)</b>	
	Basic	18,340
	H.R.A.	7,336
	Special Allowance	8,891
	LTA	4,000
	Hostel Fee (Children)	300
	Education Fee (Children)	200
	Car Maintenance Reimbursement*	2,700
	Telephone Reimbursement*	1,000
	<b>Sub-Total</b>	<b>42,767</b>
B.	<b>Standard Benefits (Rs. /per month)</b>	
	Provident Fund – Employer Contribution	2,201
	Gratuity Plan	882
	NPS	0
	<b>Sub-Total</b>	<b>3,083</b>
C.	<b>Monthly Gross Including Standard Benefits</b>	<b>45,850</b>
D.	<b>Annual On-Target Earnings (OTE)</b>	<b>550,200</b>

\* Reimbursements are Tax Exempted on submission of relevant bills.

\*\*As per the Payment of Bonus Act, you are entitled to statutory bonus subject to a maximum of Rs. 7,000 Per Annum.

Note: You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.



## **Annexure 2: Benefits & Entitlements**

### **Leave/Holidays**

- You are entitled to casual leave of 12 days annually.
- You are entitled to 20 days of Privilege Leave annually.
- You are entitled to 2 days of Optional Holiday annually.
- The Company shall notify a list of 10 days of declared holidays in the beginning of each year.
- Maternity Leave for Female employees applicable as per the Maternity Benefits Act.
- Paternity Leave of 5 days is applicable for male employees.

### **Medical and Term Insurance**

- You and your family [spouse, 2 children, parents or parents in law (only in case of female employees)] shall be covered with Group Medclaim insurance policy.
- You shall be covered by personal accident policy for INR 10 lakhs.
- You shall be covered under Term Life Insurance Policy to the tune of 2 times to CTC.
- In addition to above, you can also enroll for voluntary top up plan for Medclaim Insurance or Term Life Insurance as rolled out by the Company during the beginning of every year.
- You are entitled to be covered under these insurance policies only during your employment with the Company.

### **Retirement Benefits:**

- You will be entitled to Provident Fund in accordance with the relevant Statutes in force.
- You are entitled to Gratuity after completion of one year of service.

### **Meals**

- Breakfast and Lunch is provided on all working days of the week free of cost.

### **Creche**

- There is an onsite Creche for the benefit of parents. You can avail of the same in accordance with the Creche Policy.

### **Gym and Recreational Area**

- There is an onsite Gym facility which can be availed free of cost.
- Other recreational facilities are also provided.

### **ACCEPTANCE:**

I read, understood and accept the above-mentioned terms and conditions of my employment with the Company and I confirm that all such terms & conditions are fair and reasonable.

Name :

Date of Joining :

Place & Date :

Signature:



Oracle India Private Limited  
India Development Center  
Oracle Technology Park  
3, Bannerghatta Road  
Bangalore - 560 029, India  
Phone +91 80 4107 6000  
Fax +91 80 2552 6124

Registered office address:  
F-01/02, First Floor,  
Salcon Rasvilas Plot no. D-1,  
District Centre, Saket,  
New Delhi – 110 017  
Phone: 91-11- 46509000  
Fax: 91-11-40574722  
CIN: U74899DL1993PTC051764

**Private & Confidential**

**11 May 2022**

**Prashanth Sai Santosh Koripalli**

Dear Prashanth Sai Santosh,

We are pleased to offer you employment in the position of Associate Software Developer with Oracle India Private Limited, IDC ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	576,376.00
<b>B. Flexible Benefit Plan (FBP) **</b>	704,459.00
<b>C. Annual Gross Pay AGP (A+B)</b>	1,280,835.00
<b>D. Company's contribution to PF</b>	69,165.00
<b>E. Company's contribution to Gratuity</b>	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore

choose to commence on any Monday or Thursday. 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 Gurumurthy Karlagunta (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 India Private Limited, IDC**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

#### **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.



**Offer: Computer Consultancy**  
**Ref: TCSL/CT20213695532/Hyderabad**  
**Date: 16/10/2021**

Mr. Rohan Talaka  
Flat No. 203, Rohit Enclave, Moulali, Hb Colony, Tirumalanagar,  
Behind Anand Sai School,  
Hyderabad-500040,  
Telangana.  
Tel# -

Dear Rohan Talaka,

**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/CT20213695532**

1

**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India

Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto: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 Rs.60,000 over and above your CTC during the first year.

## **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:



## 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.



## **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**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during 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.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

### **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 :

\*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**

<b>Name</b>	<b>Rohan Talaka</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Chaitanya Bharati Institute Of Technology, Hyderabad</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure 2

<p><b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p><b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p><b>BUBANESHWAR</b> 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><b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p><b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p><b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 &amp; A-45,Ground, 1st to 5th Floor &amp; 10th floor, Galaxy Business Park, Block - C &amp; D, Sector - 62, Noida - 201 309,UP</p>
<p><b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p><b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p><b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 &amp; 109-B, Super Corridor, Village Tigariya Badshah &amp; Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p><b>KOLKATA</b> 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><b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p><b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p><b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p><b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 &amp; 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p><b>Trivandrum</b> 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.



Hexagon Capability Center India Pvt. Ltd.  
DivyaSree Trinity Campus HITEC City, Madhapur  
Hyderabad 500 081, India  
T: +91 40 7103 5000  
[www.hexagon-cci.com](http://www.hexagon-cci.com)  
CIN: U72200TG1987PTC014464

21-Jun-22

**Sai Prakash Chillara**

5-35; Village : Dacharam;Mandal : Mothkur;  
District : Yadadri-Bhongir  
Telangana-508277

**Offer Letter**

Dear Sai Prakash,

Further to our recent discussions regarding employment opportunities at Hexagon Capability Center, we have the pleasure of making this offer to you to join our organization as **Software Developer**.

We offer you a Salary of **Rs. 550,200/-** (Rupees **Five Lakhs Fifty thousand and Two Hundred Only**) the breakup of which is enclosed. This offer is valid up to **22-Jun-22** and will stand cancelled in the absence of your confirmation. You are expected to join the organization on or before **27-Jun-22**. Please return the signed duplicate copy of letter as an acknowledgment.

You shall be posted at Hyderabad. However, the job may require you to be posted anywhere in India or abroad as per the requirements of the organization from time to time. You will be on Probation for a period of six months from the date of joining.

You will receive a detailed appointment letter on joining us. We welcome you to Hexagon Capability Center India Pvt. Ltd. and look forward to working with you.

With Best Wishes,

For **Hexagon Capability Center India Pvt. Ltd.**,

A handwritten signature in black ink, appearing to read "Manoj Patloori", written over a horizontal line.

**Manoj Patloori**  
**Associate Executive Manager Talent Acquisition**

Encl: Details of compensation & employee benefits

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# HEXAGON

## DETAILS OF COMPENSATION

**Name** : Sai Prakash Chillara  
**Designation** : Software Developer  
**Band** : 9

	Salary Component	Amount
A.	<b>Monthly Salary (Rs. /per month)</b>	
	Basic	18,340
	H.R.A.	7,336
	Special Allowance	8,891
	LTA	4,000
	Hostel Fee (Children)	300
	Education Fee (Children)	200
	Car Maintenance Reimbursement*	2,700
	Telephone Reimbursement*	1,000
	<b>Sub-Total</b>	<b>42,767</b>
B.	<b>Standard Benefits (Rs. /per month)</b>	
	Provident Fund – Employer Contribution	2,201
	Gratuity Plan	882
	NPS	0
	<b>Sub-Total</b>	<b>3,083</b>
C.	<b>Monthly Gross Including Standard Benefits</b>	<b>45,850</b>
D.	<b>Annual On-Target Earnings (OTE)</b>	<b>550,200</b>

\* Reimbursements are Tax Exempted on submission of relevant bills.

\*\* As per the Payment of Bonus Act, you are entitled to statutory bonus subject to a maximum of Rs. 7,000 Per Annum.

### **You are entitled to the following benefits:**

- Group Personal Accident Policy Insurance
- Group Term Life Insurance
- Group Medical Insurance
- Free Breakfast and lunch at office on all working days

Received and accepted the Offer Letter.

Signature:



**OFFER CUM APPOINTMENT LETTER**

Sai Tharun Chiluveru.  
12-667/1 reddy colony, near seven hills school, mancherial  
Mancherial  
504208  
IN

Dear Sai Tharun,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **System Development Engineer** at **Hyderabad**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

**1. Date of Commencement**

Your employment with Amazon India will commence on **25-Jul-2022**.

**2. Duties**

- 2.1 You will be employed in the position of **System Development Engineer**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised

by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

### 3. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

### 4. Place of Work

Your initial place of work will be at Amazon India's facility in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining during the period of the Covid-19 Pandemic,

you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

## 5. Remuneration

- 5.1 Your Annual Base Pay will be **Rs.1,269,400** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the second Monday in July of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will also receive a sign-on bonus of **Rs.306,200** for the first year and **Rs.250,000** for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

## 6. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees'

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Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhaar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

## 7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

## 8. Confidential Information and Confidentiality Obligations

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

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- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
  - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

- (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
  - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
  - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
  - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
  - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
  - (13) any copies of the above mentioned information.

## 8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

## 9. Intellectual Property Rights

9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and

related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

- 9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.
- 9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.
- 9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

## 10. Non-Solicitation

- 10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and
- 10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company

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(whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

## 11. Employee Data Protection

- 11.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 11.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

## 12. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

## 13. Termination of Employment

- 13.1 This agreement will be terminable by either party by giving written notice of a tenure (exclusive of any leaves availed during that period) as determined by the employee's job level at the time of exit - or payment of salary in lieu of such notice period to the other party. Employees exiting at job levels L6 or higher will be subject to two months written notice; employees exiting at job levels L5 or lower will be subject to one month written notice. You are being offered this position at 4, which corresponds to a 1 months' notice period at the time of hiring, but may get changed based on your job level at the time of exit. Amazon India holds the right to accept or deny payment in lieu of the said written notice.
- 13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

#### 14. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

#### 15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.



## 16. New Hire Background Investigation

- 16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.
- 16.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.
- 16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.
- 16.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 6 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

## 17. Foreign Nationals

- 17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.
- 17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.
- 17.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have



required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

## 18. Representations and Warranties

You hereby represent and warrant to the Company that:

- 18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;
- 18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);
- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

## 19. Other Particulars

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REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka  
India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :  
U72200KA2004FTC034233

- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

**20. Notices**

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

**21. Waiver**

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

**22. Severability**

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

**23. Assignment**

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other

corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

**24. Employer – Employee Relationship**

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

**25. Liability for Breach**

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

**26. Authorization to Notify New Employer**

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

**27. Governing Law and Jurisdiction**

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

**28. Agreement/Modifications**

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

**29. Headings**

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

**30. Survival**

Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

#### **AUTHORIZATION**

By

Signed by: ZUBAIR CHISHTI  
Date: 2022.07.21 20:44:32 +05:30  
Location: India

#### **ACCEPTANCE**

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



Kotak Mahindra Bank

Date: 15-JUN-2022  
Ref No: 142952

**Bogala Saikiran Saikiran**  
Rajmohall,narayanaguda,Hyderabad

**LETTER OF APPOINTMENT**

Dear **Bogala Saikiran**,

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](mailto:onboarding.helpdesk@kotak.com)

-----  
**Manoj Phadnis**  
Head - HR Shared Service

-----  
**Bogala Saikiran Saikiran**

**Kotak Mahindra Bank Ltd.**  
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Maharashtra, India.



Date: 15-JUN-2022  
Ref No: 142952

**Bogala Saikiran Saikiran**  
Rajmohall,narayanaguda,Hyderbad

Dear **Bogala Saikiran,**

We are delighted to appoint you as **Deputy Manager, M2** with effect from **23-JUN-2022**, 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 **23-JUN-2022**.

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 Ltd ,1288-Mumbai - Kotak Inifiniti-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 **6 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.

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- 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 **23/02/2000** 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 Month(s)** 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.
  - 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'.

**Kotak Mahindra Bank Ltd.**

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- 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.**,

-----  
**Manoj Phadnis**  
**Head - HR Shared Service**

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

-----  
**Bogala Saikiran Saikiran**

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**Annexure – A**

<b>Compensation Structure</b>					
	<b>Components</b>	<b>P.M.</b>	<b>P.A.</b>	<b>Frequency</b>	<b>Remarks</b>
<b>a. Basic</b>	Basic Salary	15,000	180,000	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any)
<b>b. Housing</b>	House Rent Allowance	7,500	90,000	Monthly	Upto 50% of Basic Salary
<b>c. Allowances and Benefits</b>	Fitness Allowance	1,000	12,000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: <a href="#">Health to the power infinity</a>
	Statutory Bonus	3,000	36,000	Monthly	Payable as per Payment of Bonus Act
	Professional Allowance	7,780	93,362	Monthly	Paid out as a supplementary allowance
<b>d. Insurances Premiums</b>	Medicclaim		7,080	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. Voluntary top-up and parents policies cover premium is paid by you.
	Kotak Term Life + GPA		1,300	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.
<b>e. Retirals</b>	Contribution to Gratuity Fund		8,658	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, exgratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
	Contribution to Provident Fund		21,600	Annual	Company's contribution towards PF @ 12% of Basic
<b>f. Total Fixed Pay (a+b+c+d+e)</b>		34,280	450,000		
<b>g. Target Variable Pay</b>			45,000	Annual	<ul style="list-style-type: none"> <li>- This is an indicative amount for 'Meets Expectation' Rating and the actual Annual Bonus/ Incentive may vary basis Company, Business Segment and individual performance.</li> <li>- If the rating is higher or lower the annual bonus / incentive will be adjusted appropriately</li> <li>- The amount is payable basis the Cash, Def Cash &amp; 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.</li> </ul>

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<b>h. Total Pay (f+g)</b>			495,000		
<b>Other Benefits</b>					
<b>Role Based Allowances/ Benefits</b>	<ul style="list-style-type: none"><li>- <b>Shift Allowance</b> - for employees working in shift as per Shift Working policy</li><li>- <b>Reimbursement towards Remote Working expenses</b> - for the roles as per Remote working Policy.</li><li>- <b>Corporate Mobile SIM</b> - for the roles as per Mobile Policy</li><li>- <b>Corporate Credit Card</b> - In case your role and grades defined as per Corporate Credit Card policy</li><li>- <b>Laptop/ Desktop</b> - as per the role eligibility and company policy.</li></ul>				
<b>Other Benefits</b>	<ul style="list-style-type: none"><li>- <b>Emergency Loan</b> - Refer to Emergency loan policy for eligibility amount and other details.</li></ul>				

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Date: October 19, 2021

Ref: LTI/HR/EN7/Campus/2022

Name: sk sameer

College: Chaitanya Bharathi Institute of Technology

### LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear sk sameer,

**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 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.40000** as per the details mentioned in '**Annexure-1**'.
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 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. You shall be required to accept the offer on the portal site as well.
4. 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-2**'. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in '**Annexure-3**'.
6. **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/medical background 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.

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.intinfotech.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 CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. 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.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. 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-4**'.
12. 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 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 will be used to allocate you on various projects and the results would also impact your date of joining.

If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



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Nikhil Govekar  
Director - Campus  
Recruitment, Learning  
& OD

I have read the letter and accept the same.

Sk Sameer

19/10/2021

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Signature and Date

ANNEXURE-1

Name : sk sameer	Date : October 19, 2021
Grade : GA1	
COMPONENTS	Rs. (P. M.)
Stipend	40000

**Medical Insurance Premium**

The Group Medclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

## ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. <b>No Year drop allowed.</b>
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA  NOTE: <ul style="list-style-type: none"> <li>• SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered.</li> <li>• For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.</li> </ul>
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> <li>• For the interview process, an aggregate of 60% &amp; above <u>till the results of the last conducted examination</u> will be considered</li> <li>• Aggregate of 60% &amp; above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results</li> <li>• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)</li> <li>• Conversion from CGPA into Percentage must be calculated as per your respective University norms</li> <li>• Provisional/Passing Certificate(of all courses) must state <b>First class</b></li> </ul>
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> <li>• <b>No active/live backlogs allowed at the time of the interview process</b></li> <li>• All backlogs (if any) must be cleared <u>with the final semester exams</u></li> <li>• 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)</li> </ul> <ul style="list-style-type: none"> <li>• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University.</li> <li>• This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism.</li> <li>• Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.</li> </ul>
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE 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 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 tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization



Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature:

Sk Sameer

Name:

sk sameer

Institution Name:

Chaitanya Bharathi Institute of Technology

Mobile No:

6304637267

### **ANNEXURE-3**

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**

- 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.

<b>ANNEXURE-4</b>		
Name : sk sameer		Date : October 19, 2021
Salary Grade : GE1		
Components	Rs. p.a.	Rs. p.m.
Basic		21,000
Bouquet of Benefits		35960
<b>A. Base Salary (PA)</b>	<b>683520</b>	<b>56960</b>
Annual Incentive	70000	
<b>B. Total Variable (PA)</b>	<b>70000</b>	
<b>C. Total Target Cash (A+B)</b>	<b>753520</b>	
Provident Fund (PF)	30240	2520
Gratuity	12121	1010
Mediclaime Premium	6773	
<b>D. Retirals &amp; Other Benefits</b>	<b>49134</b>	
<b>Cost to Company (CTC) C+D</b>	<b>802654</b>	

**Medical Insurance Premium:**

The Group Medclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

**Notes:**

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) 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. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

\*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal. The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- 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.



Oracle Solution Services  
(India) Private Limited

Oracle Tech Hub  
Block B, Lvl 4, No. 169/1 Bellandur,  
Sarjapur Marathahalli Ring Rd.,  
Kadubeesanahalli,  
Bengaluru, Karnataka – 560 103  
India

CIN: U72900KA1995PTC018327  
phone +91 80 3713 0000

## Private & Confidential

17 May 2022

**Sathish Tadaka**

Dear Sathish,

We are pleased to offer you employment in the position of Associate Applications Developer with Oracle Solution Services (India) Private Limited ("Oracle") Your base of operation is Hyderabad, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **1,377,724.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
<b>A. Basic salary</b>	576,376.00
<b>B. Flexible Benefit Plan (FBP) **</b>	704,459.00
<b>C. Annual Gross Pay AGP (A+B)</b>	1,280,835.00
<b>D. Company's contribution to PF</b>	69,165.00
<b>E. Company's contribution to Gratuity</b>	27,724.00
<b>Total Gross (C+D+E)</b>	<b>1,377,724.00</b>

\*\* - 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 305,402.34** 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).

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 200.00 shares of Oracle Corporation common stock ("RSU") pursuant to the Oracle Corporation 2020 Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of a written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

It is Oracle's policy to issue grants dated on the 5th of the month following the month of the approval or the month of hire, whichever occurs later. You will be notified of your grant once it is available to view and accept, which is typically towards the end of the grant month.

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.

New employees are inducted **every Monday/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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 Senthilkumar Manipillai (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 Solution Services (India) Private Limited**

  
**Srihari Beldona**  
**Vice President - Human Resources, India**

**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.



**12-May-2022**

**Dear Kaligineedi Satyatrinarmanaga Rakesh,**  
B.E., Information Technology  
Chaitanya Bharathi Institute of Technology, Hyderabad

**Candidate ID – 19716000**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

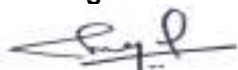
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** Kaligineedi Satyatrinaradramanaga Rakesh      **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

**Note: The Insurance amount may vary subject to market conditions from time to time.**

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

#### **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

#### **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Kaligineedi Satyatrinarmanaga Rakesh, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly

engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole

discretion and notified to you in advance.

c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or

contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized

- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**  
**Rakesh**

**Kaligineedi Satyatrinarmanaga**

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

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





**Wednesday, January 26, 2022**

**Saurabh Challawar**

**ugs18113\_it.saurabh@cbit.org.in**

Dear **Saurabh**,

Following our meeting and verbal offer, we are happy to appoint you as **Software Engineer I** at F5 Networks Innovation Private Limited, Hyderabad (hereinafter referred to as "**F5 Networks**" or "**Company**") for the SEZ unit with its office located as follows:

**F5 NETWORKS INNOVATION PRIVATE LIMITED**

**The Skyview – Building 20, 8th Floor (Units 801 to 804)**

**Sy.No. 83/1, Plot Nos. 22, 23, 24, 31, 32 & 33**

**Raidurgam, Madhapur,**

**Hyderabad - 500 081.**

This letter sets out the main terms and conditions of your employment with the company.

**Santhosh Kumar RUDRAGOUNI** will be your Manager. You can accept this offer by signing this letter and the enclosed nondisclosure and assignment agreement and returning them to F5 Networks. This offer will remain open for three business days (not including holidays or weekends) from the date of offer issuance.

Your employment will commence with effect from **Monday, July 11, 2022** or your actual date of joining. In the event you fail to join on or before **Monday, July 11, 2022** this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

**Duties and Functions**

During the term of your employment, you shall perform such duties and responsibilities as are normally associated with your role and such duties assigned to you by the Company from time to time. During your employment with the Company, you will devote your best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's policies and procedures.

**Probation**

You shall be on probation for an initial period of six (06) months (the "Probation Period"). The Probation Period may be extended by the Company at its discretion based on your performance. At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard. At the expiry of the Probation Period, your employment is deemed confirmed unless notified otherwise.



Post your joining, for the initial few weeks you will undergo new hire induction and training for the products you will be working on.

### **Location**

The principal place of your employment will be the Company's offices located at **HYDERABAD - India**. However, you may be required to provide services to other F5 Networks subsidiaries or affiliated companies as part of your employment with the Company and may be expected to travel in the course of your duties. Further, your employment may be transferred, at the sole discretion of F5 Networks, to any entity subsidiary, affiliated, or group company of F5 Networks within India, and you hereby agree to such transfer so long as your employment with such entity is substantially on the same terms as set out herein.

### **Compensation**

Your compensation plan is designed to provide you **INR ₹1,200,000.00** in annual income less statutory deductions and other required withholdings, payable in twelve monthly equal installments at the end of each calendar month in accordance with Company policy. A breakdown of your compensation together with other compensatory benefits is provided in **Annexure 1** hereto.

### **Working Hours**

The normal working hours are nine (09) hours each day, Monday to Friday, including a one (01) hour lunch break. The Company shall be free to amend and stagger the working hours in accordance with business requirements. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

### **Annual Leave, Sick Leave and Holidays**

You will be entitled to annual leave, sick leave and holidays in accordance with Company policy and applicable laws.

### **Personal Information**

You consent to the Company or its agents collecting, using, disclosing and retaining your personal information, including health information, for the purposes of managing and administering the employment relationship. This includes information related to the creation, administration and termination of employment, and may include the transmission of personal information in or outside India and/or the exchange of personal information with third parties for certain purposes, such as for benefit and payroll related matters.

You hereby agree that we may share your personal data with authorized employees and/or contingent workers of F5 Networks Inc, its subsidiaries and affiliated companies ("Affiliates"), and with third party contractors, consultants, auditors, legal advisors and vendors ("Outsourced Service Providers") as well as courts and governmental agencies, who may or may not be located in the country where you are located, specifically in relation to the administration/management of your employment and for the purpose of enabling the performance of your work within the F5 Networks group of companies. You further agree that such Affiliates and Outsourced Service Providers may collect, maintain, use, transfer, store and process your personal data on behalf of us and that such personal data may be collected, maintained, used,



transferred, stored and processed in countries outside of the Republic of India including in particular and without limitation, the US, Singapore, India and other relevant countries where we and/or our Affiliates has a legal entity. All personal data collected, maintained, used, transferred, stored and processed in countries outside of the Republic of India shall be governed by applicable laws regarding cross-border data transfer.

### **Employee Non-Disclosure and Assignment Agreement**

As a condition to your appointment, you will be required to execute the Non-Disclosure and Assignment Agreement (in the form provided for in Annexure II) along with this Appointment Letter with the Company and you consent to abide by the provisions of such Non-Disclosure and Assignment Agreement at all times.

### **Termination**

- During the probation period the Company may terminate your employment, at any time, with or without cause, upon fourteen (14) days' prior written notice or payment of salary in lieu thereof. After the confirmation of your employment, subject to applicable laws, the Company shall be free to terminate your employment at any time upon issuing a thirty (30) days' prior written notice to you. It is clarified that in case of a termination of your employment by the Company hereunder, the Company may, at its sole discretion, relieve you from your duties immediately upon payment of salary in lieu of the notice period.
- You may resign from your employment with the Company at any time upon providing thirty (30) days' advance notice in writing of your last intended day of work. The Company reserves the right to waive this notice of resignation period, either in whole or in part. To the extent that the Company waives such notice of resignation, you will be entitled to payment in lieu of such waived notice period together with other accrued entitlements that may be owing to you as of your last day of active service.
- Notwithstanding anything herein, the Company shall be entitled to terminate your employment for Cause, without notice or any payment of compensation. For the purposes of this provision, termination for "Cause" shall include (i) your gross neglect or willful material breach of your principal employment responsibilities or duties, (ii) you being found guilty of a crime involving moral turpitude, (iii) fraud in the course of your employment with F5 Networks or any of its subsidiaries, (iv) giving false information regarding your educational qualifications and experience, (v) the material breach by you of any other provision of this Appointment Letter which continues uncured for a period of thirty (30) days after notice thereof by F5 Networks; or (vi) If you do not meet the performance level expected of you in the role which you are employed in and you continue to not meet the required performance level after being placed on a performance improvement plan.

### **Consequences of Termination**

On the termination of your employment for whatever reason, you will return to Company or the Company's designee immediately but not later than three (03) days, all property; documents, Proprietary Information, data, assets and/or any papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like in your possession or under your control relating to your employment or to clients' business affairs.

### **Company Policies**

F5 Networks shall be entitled to make policy declarations from time to time, in accordance with the laws of India, and such policy declarations shall be binding on you so long as you are in F5 Networks' employment. The Company may modify or cancel your benefits, change policy or plan documents, the structure of your



compensation, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location) and duties and responsibilities from time to time by providing you at least twenty-one (21) days' notice.

### **Borrowings/accepting gifts**

You will not borrow/accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **Training Related Expenses**

Should you voluntarily leave F5 Networks or be terminated for Cause within the first 12 months from the start date, F5 Networks reserves the right to recover 100% of the out of pocket costs incurred by F5 Networks for your local/overseas training (e.g. travel and training course related expenses for New Hire Bootcamp). Under such circumstances, you shall allow F5 Networks to make the appropriate deductions via payroll from any monies owing to you. Alternatively, you would be required to make a payment to F5 Networks within a specific time period.

### **Taxation**

In terms of your employment with the Company, any amount payable by the Company to you towards Compensation, Allowances and/or any other payment shall be subject to deduction of withholding taxes under the applicable law. All requirements under Indian Tax Laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost and at no point shall the Company have any responsibility or liability in this regard.

### **Company Property**

You agree to always maintain in good condition F5 Networks' property, such as laptop, phone and any other items which may be issue to you by F5 Networks and entrusted to you for official use during the course of your employment. You shall return all such property to the F5 Networks prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by F5 Networks.

### **Severability**

All paragraphs in this Appointment Letter are separate and distinct provisions, severable one from the other. If any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall attach only to the provision to the extent of such invalidity or unenforceability, and all other provisions shall continue in full force and effect.

### **Entire Agreement**

You agree that this Appointment Letter, along with applicable plan documents and Company policies and procedures, govern your relationship of employment with the Company and that, taken together, these documents supersede, and render void any prior verbal or written representations concerning the terms or conditions of your employment with the Company.



## **Governing Law/Jurisdiction**

This Appointment Letter shall be governed and construed in accordance with the laws of India and any disputes hereunder shall be dealt with by the courts of competent jurisdiction at Hyderabad.

## **Miscellaneous**

You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination as and when deemed necessary by a medical officer appointed by the Company. Further the Company will also have the right to terminate your employment in case of your continued ill health. For purposes of this Appointment Letter "continued ill health" will include any illness which persists for a continuous period of more than 30 days and which, in the opinion of the Company, adversely affects due discharge of your duties under this Appointment Letter.

Subject to earlier termination of your employment in accordance with this Appointment Letter you shall retire from the services of the Company on the last day of the month in which you turn 60.

## **Compliance**

You acknowledge and agree that the Company may carry out background/reference checks to verify your antecedents. You further acknowledge and agree that the Company is issuing this Appointment Letter on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience, criminal records and any judgements relating to debts or insolvency. In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you or that the background/reference checks are not satisfactory, in the Company's sole discretion, it shall constitute a breach of discipline and your services will be liable to be terminated for Cause.

Sincerely,

## **Acknowledged and Accepted**

I Saurabh Challawar, accept the offer of employment on the terms outlined in the letter to me from F5 Networks Innovation Private Limited dated Wednesday, January 26, 2022, and the Employee Nondisclosure and Assignment Agreement. It is acknowledged and agreed that apart from the



aforementioned, there are no other oral or implied understandings regarding my employment by F5 Networks Innovation Private Limited.

**Signature:** Saurabh Challawar  
Saurabh Challawar (Jan 28, 2022 13:12 GMT+5.5)

**Date:** Jan 28, 2022

**Passport No.:** CQGPC6182H



# **Annexure 1**

Name: Saurabh Challawar

Designation: Software Engineer I

Date of Joining: Monday, July 11, 2022

Department/Function: Engineering

## **Total Compensation / INR Per Annum**

Basic Pay: ₹720,000.00

Flexible Pay: ₹480,000.00

Total Base Pay: ₹1,200,000.00

Provident Fund Contribution @ 12% of Basic Pay: ₹86,400.00

Incentive (MBO) (Variable Pay): ₹120,000.00

Total Cost to Company: ₹1,406,400.00

- Gratuity shall be applicable and payable in accordance with the provisions of the applicable law.
- Professional Tax (PT), Tax Deducted at Source (TDS) and other applicable taxes shall be deducted per the provisions of the applicable law.
- Employee's contribution to Provident Fund (PF) to be deducted @ 12% of Basic Salary together with the applicable Employer contribution shall be deposited with the PF authorities each month.
- For the Flex Pay you will have to make your choices in the Payroll website post joining and thereafter you will have to satisfy the accounting / relevant departments by producing bills and receipts in respect to the actual amount paid by them for the purpose of computation and deduction of Income tax.

## **MBO Bonus ('Performance-Based Bonus Program')**

The MBO bonus will be paid once each quarter subject to the fulfillment of such performance targets as may be outlined by the Company. As a new hire, the MBO bonus will be pro-rated from your start date for the period of employment with the Company during the quarter, unless you start during the month prior to the end of the quarter, in which case, you will not be eligible for any pro-rated MBO for your first quarter. Please note that you must be employed through the end of the quarter to be eligible for payment for the relevant quarter. The MBO bonus will be paid out at the end of each cycle if the Employee and Company meets performance benchmarks. The amount of the bonus and its method of calculation (if any) are entirely at the discretion of F5 Networks at all times.



## EMPLOYEE NONDISCLOSURE AND ASSIGNMENT AGREEMENT

This Agreement between F5Networks Innovation Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at **29-325/8/203, Nara Paradise Building, Dinakar Nagar Neredmet, Secunderabad, TG 500056 India** ("Company"), and me, is in consideration of my employment by Company and of the access I am given to Proprietary Information (defined below). If I am already employed by Company at the time of making this Agreement, it is made in consideration of my continued employment by Company, my continued access to Proprietary Information, and other good and valuable consideration. I understand that this is not a contract of employment and that Company or I may terminate my employment in accordance with the appointment letter executed between the Company and myself ("Appointment Letter"). This Agreement will survive termination of my employment. This Agreement sets forth in writing certain understandings and procedures in effect as of the date of my initial employment with Company hereinafter recorded in writing.

1. Duties. Without prejudice to the generality of my obligations under the Appointment Letter, in return for the compensation now and hereafter paid to me, I will perform such duties for Company as the Company may designate from time to time. During my employment with Company, I will devote my best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's policies and procedures. Furthermore, I will not (a) reveal, disclose or otherwise make available to any person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that the Company issues to me, and I will not input, load or otherwise attempt any unauthorized use of software in any

Company computer, whether or not such computer is assigned to me.

2. "Proprietary Information" Definition. "Proprietary Information" includes (a) any information that is confidential or proprietary, technical or non-technical information of Company, including for example and without limitation, information related to Innovations (as defined in Section 4 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, Trade Secrets (as defined in Section 13 below), formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, customers and suppliers and any other nonpublic information pertaining to the business or operations of the Company or (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with Company.

3. Ownership and Nondisclosure of Proprietary Information. I will not disclose any Proprietary Information to anyone outside Company, and I will use and disclose Proprietary Information to those inside Company only as may be necessary in the ordinary course of performing my duties as an employee of Company. Additionally, I will not make any contributions to an existing open source project, create a new open source project, participate in a standards organization or contribute any Proprietary Information in any case without first obtaining approval from Company. If I have any questions as to whether information constitutes Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will consult with my manager at Company.





Nothing in this Agreement is intended to or will prevent, impede or interfere with my obligation to disclose information under applicable law, provided that, I will, under all such circumstances, be bound to provide reasonable notice of any such disclosure to the Company.

4. “Innovations” Definition. In this Agreement, “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), Trade Secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress, together with all patent rights, copyrights and other intellectual property rights in and to the foregoing.

5. “Approved Open Source Contribution(s)” Definition. In this Agreement, “Approved Open Source Contribution(s)” means any software and related documentation, which includes any Proprietary Information, that Company authorizes me (pursuant to a written authorization (the “Approval”) issued under the then current “Open Source Contribution Policy and Guidelines”) to contribute to a third party open source project approved by Company in my name as an individual, and not on behalf of Company, as identified in such Approval (“Project”).

6. Disclosure and License of Pre-Existing Work Product. Without improperly using or disclosing to any employee, officer, director, agent, contractor or representative of Company any confidential or proprietary information (including unpublished patent applications or invention disclosures) belonging to any former employer of mine or to any other person or entity to which I owe a duty of nondisclosure, I have listed on Exhibit A attached hereto all Innovations relating in any way to Company’s business or demonstrably

anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (“Pre-Existing Work Product”). I represent that I have no rights in any such Innovations other than the Pre-Existing Work Product listed in Exhibit A (“List of Pre-Existing Work Product”). If nothing is listed on Exhibit A (“List of Pre-Existing Work Product”), I represent that there is no Pre-Existing Work Product at the time of signing this Agreement. If I am already employed by Company at the time of making this Agreement and identified any Pre-Existing Work Product in any prior agreement, then Exhibit A in this Agreement is deemed to include such identified Pre-Existing Work Product from any prior agreement with Company. I hereby grant to Company and Company’s designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, Trade Secret and other intellectual property rights relating to any Pre-Existing Work Product that I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Pre-Existing Work Product in any Company Innovations without Company’s prior written consent.

7. Disclosure and Assignment of Company Innovations. I will promptly disclose and describe to Company all Innovations that I, solely or jointly with others, conceived, reduced to practice, created, derived, developed, or made during my employment with Company (the “Company Innovations”). Excluding any copyrights pertaining to an Approved Open Source Contribution, I acknowledge that all copyright in any Company Innovations would belong to the Company pursuant to Section 17(c) of the Copyright Act, 1957. To the extent any such rights do not automatically transfer to the Company, I hereby do and will assign to



Company or Company's designee all my rights, title, and interest in and to any and all Company Innovations excluding any copyrights or rights to works of authorship (but not any other intellectual property rights, such as patent rights, which are retained by Company) pertaining to an Approved Open Source Contribution. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and will never assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest. This Section 7 does not apply to any Company Innovations that (a) do not relate, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation to Company's business or actual or demonstrably anticipated research, development or business; and (b) were developed entirely on my own time; and (c) were developed without use of any of Company's equipment, supplies, facilities or Proprietary Information; and (d) did not result from any work I performed for Company.

8. Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by me during the term of my employment and for three (3) months thereafter, whether or not I believe such Innovations are Company Innovations, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such

information that is not a Company Innovation or Proprietary Information in confidence. I will keep and maintain adequate and current written records of all Company Innovations. Such records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of Company at all times. I will neither contest nor aid or encourage any third party to contest the validity of any such Company Innovation. To the extent that Company seeks patent protection on any Company Innovation, I will fully cooperate, and disclose any prior art that I know to be material or relevant.

9. Cooperation in Perfecting Rights to Innovations. I will perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

10. Open Source Contributions. I hereby grant Company an unrestricted, royalty-free, perpetual, irrevocable, transferable, exclusive (subject to the rights



Company has authorized me to grant to the Project) license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works, perform, display, transmit, disclose, sublicense and otherwise exploit the Approved Open Source Contribution. I will deliver to Company any copies of any Approved Open Source Contribution promptly following the creation thereof. I will contribute to the Project the Approved Open Source Contribution solely under my copyrights and rights to works of authorship (and, for purposes of clarity, not any other intellectual property rights, such as patent rights Company may own under this Agreement) in full conformance with the Approval. Unless otherwise provided in the Approval, I will make such contribution in my name as an individual, and not on behalf of Company. Except for the limited copyrights and rights to works of authorship, the Company does not grant me any rights under Company's past, existing or future patent or other intellectual property rights in connection with the Approved Open Source Contribution.

11. Return of Materials. At any time upon Company's request, and when my employment with Company is over, I will return all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.

12. No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information,

knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.

13. Trade Secrets. In this Agreement, "Trade Secret(s)" means, collectively, information, including a formula, pattern, compilation, program, device, method, technique or process, that: (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and (iii) any other item that may be classified as a trade secret under applicable law.

14. Survival. This Agreement (a) survives my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

15. "Competing Business" Definition. In this Agreement, "Competing Business" means any business whose efforts are in competition with the efforts of Company. A Competing Business includes any business whose efforts involve any research and development, products or services in competition with products or services which are, during and at the end of my employment with Company, either (a) produced, marketed or otherwise commercially exploited by Company or (b) in actual research or



development by Company, or (c) planned for future research and development, as demonstrated by objective evidence, such as budget allocations, work assignments, hiring decisions, planning documents, or other similar documentation.

16. No Solicitation. During my employment with Company and for one (1) year thereafter: (A) I will not solicit, encourage, or cause others to solicit or encourage any employees (or independent contractors) of Company to terminate their employment (or terminate their relationship) with Company, including for the purpose of engaging in, being employed by, performing services for, participating in the ownership, management, control or operation of, or otherwise being connected with, either directly or indirectly, any Competing Business; and (B) I will not, directly or indirectly (except on behalf of or with the prior written consent of Company), (a) solicit, divert, appropriate to or accept on behalf of any Competing Business, or (b) attempt to solicit, divert, appropriate to or accept on behalf of any Competing Business, any business from any customer or actively sought prospective customer of Company with whom I have dealt, whose dealings with Company have been supervised by me or about whom I have acquired Proprietary Information in the course of my employment. I agree that the Company shall be entitled to an interim injunction, restraining order, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain me from committing any violation of the covenants and obligations contained herein.

17. No Competition. During my employment with Company and for one (1) year thereafter, I will not engage in, be employed by, perform services for, participate in the ownership, management, control or operation of, or otherwise be connected with, either directly or indirectly, any Competing Business, without first obtaining approval from

Company. For purposes of this paragraph, I will not be considered to be connected with any Competing Business solely on account of my ownership of less than five percent of the outstanding capital stock or other equity interests in any corporation, partnership, trust, association, governmental authority, educational institution, individual or other entity carrying on the Competing Business. I agree that this restriction is reasonable, but further agree that should a court exercising jurisdiction with respect to this Agreement find any such restriction invalid or unenforceable due to unreasonableness, either in period of time, geographical area, or otherwise, then in that event, such restriction is to be interpreted and enforced to the maximum extent which such court deems reasonable. I agree that the Company shall be entitled to an interim injunction, restraining order, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain me from committing any violation of the covenants and obligations contained herein.

18. I agree to diligently adhere to the Company's Conflict of Interest Guidelines attached as Exhibit C hereto.

19. No Disparagement. During my employment with Company and after the termination thereof, I will not disparage Company, its products, services, agents or employees.

20. Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company is entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate), to the extent permitted by law.

21. Notices. Any notice required



or permitted by this Agreement must be in writing and delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me must be sent to any address in Company's records or such other address as I may provide in writing. Notices to Company must be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

22. **Governing Law.** This Agreement will be governed by the laws of India and you hereby agree that courts at [•] shall have exclusive jurisdiction with respect to all matters arising out of this Agreement.

23. **Severability.** If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision is hereby

deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

24. **Waiver; Modification.** If Company waives any term, provision or breach by me of this Agreement, such waiver is not effective unless it is in writing and signed by Company. No such waiver constitutes a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

25. **Entire Agreement.** This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

[The remainder of this page left intentionally blank]



I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

**“COMPANY”**

**EMPLOYEE:**

**F5 NETWORKS INNOVATION PRIVATE LIMITED**

By:

Signature: Saurabh Challawar  
Saurabh Challawar (Jan 28, 2022 13:11 GMT+5.5)

Title:

Name (in Print): Saurabh Challawar

Date:

Date: Jan 28, 2022

Attachments: Exhibit A      List of Pre-Existing Work Product  
                         Exhibit B      Conflict of Interest Guidelines



**Exhibit A**

**LIST OF PRE-EXISTING WORK  
PROUCT**

Check one of the following (if neither box is selected below, then "NO" will be interpreted):

NO PRE-EXISTING WORK PROUCT EXISTS.

- OR -

YES, SUCH PRE-EXISTING WORK PRODUCT EXISTS AS  
DESCRIBED BELOW

(include basic description of each PRE-EXISTING WORK PROUCT):

**Brief Description**

---

**"COMPANY"**

**F5 NETWORKS INNOVATION PRIVATE LIMITED**

By:

Title:

Date:

**EMPLOYEE:**

Signature: *Saurabh Challawar*  
Saurabh Challawar [Jan 28, 2022 13:12 GMT+5.5]

Name (in Print): Saurabh Challawar

Date: Jan 28, 2022



## Exhibit B

### Conflict of Interest Guidelines

It is the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the Human Resources function, and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders (without authorization, an appropriate agreement in place and/or with no approved business purpose) or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to Company is intended. (The Employee Non-Disclosure and Assignment Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or there appears to be a personal or social relationship.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of Company.
7. Borrowing from or lending to employees, customers or suppliers.
8. Acquiring real estate of interest to Company.
9. Improperly using or disclosing to Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.



**Offer Letter**13<sup>th</sup> September 2022**Duluri Shivamani, NEEPS6511D****2-78 Fathepoor ,Mandal Armoor , District Nizamabad****Dear Duluri Shivamani,**

Congratulations!

Further to the interviews and discussions we had with you, we are pleased to offer you the position of **Software Engineer** in the **Technology team** (“Offer”) with **Rankguru Technology Solutions Private Limited** (“Infinity Learn”). You shall be required to report to **Anil Kommineni** or any other person as notified by Infinity Learn to you from time to time.

- 1. Remuneration.** You will be eligible for a fixed Annual Base Compensation of **INR 6,00,000** payable in equal monthly installments during the period of your association with Infinity Learn. The details of your remuneration and benefits are mentioned in **Annexure 1** attached to this Letter of Intent of Offer (“Offer Letter”). You will additionally be eligible for a bonus equivalent to **INR 2,00,000 (Two Lakhs)** (“Bonus”), subject to tax deductions at source, as applicable by law, which shall be paid to you over a period of **2 Years** in the manner set forth in Table A below. Notwithstanding the foregoing and for the avoidance of doubt, it is hereby clarified that if your employment is terminated for any reason before completion of any of the Bonus Milestones, the amount of Bonus payable for the upcoming Bonus Milestone(s) and any future Bonus Milestone(s), if any, shall be forfeited in their entirety, and no amount shall be paid to you in the future as Bonus or in lieu thereof:

**Table A**

<b>Bonus Milestone</b>	<b>Amount of Bonus Payable</b>
Upon completion of 1 year of employment	1,00,000
Upon completion of 2 years of employment	1,00,000

- 2. Date and Place of Joining.** Please note that this Offer Letter remains valid for you to join on or before **15th September 2022**, or such other date as may be amended by Infinity Learn in writing (“Joining Date”). On the Joining Date, please report to the below mentioned address by **10 AM**.

Infinity Learn, 6th Floor, NCC House, Durgam Cheruvu Road, Madhapur, Hyderabad - 500081

- 3. Working Hours.** Your working hours shall be governed by the working hours policy of Infinity Learn applicable to you and as amended from time to time. You may be required to work beyond the usual working hours from time to time depending on the business needs. The working hours may be changed without any prior notice to you.
- 4. Terms and Conditions.** This Offer is subject to the following terms and conditions:
  - a) Employment Documents.** On the Joining Date, You will be required to sign an employment agreement and other ancillary documents, and submit such documents and proofs as required by Infinity Learn in accordance with its company policies and standards (collectively, “Employment Documents”). The Employment Documents set out the terms and conditions of your employment with Infinity Learn.
  - b) Background Verification and Check.** This Offer is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards, or, if contrary to information given by yourself, this Offer may be cancelled forthwith upon written notice to you.
  - c) Medical Insurance.** During the term of your employment with Infinity Learn, Infinity Learn shall provide medical insurance facility in accordance with the company policies in effect from time to time.

Rankguru Technology Solutions Private Limited CIN: U72200TG2018PTC127878

- d) **Gratuity.** You shall be entitled to such benefits as provided under the Payment of Gratuity Act, 1972, as amended from time to time, subject to such eligibility requirements as set forth under the Payment of Gratuity Act, 1972.
- e) **Maternity Benefits.** You shall be entitled to such benefits as provided under the Maternity Benefit Act, 1961, as amended from time to time, subject to such eligibility requirements as set forth under the Maternity Benefit Act, 1961.
- f) **Leaves and Benefits.** During your employment, you shall be entitled to such leaves and benefits as provided by Infinity Learn in accordance with the Infinity Learn's company policies applicable to you from time to time.
- g) **Personal Data.** As a part of the requirements pursuant to this Offer Letter, we may be required to process your Personal Information and Sensitive Personal Data or Information. You acknowledge and agree that you shall be solely liable for the accuracy, truthfulness, completeness and consistency of all materials and information provided by you, and hereby consent to collection, retention, transmission, processing and storage of your Personal Information and Sensitive Personal Data or Information [as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011] by Infinity Learn.
- h) **Term and Termination.** Your employment with Infinity Learn shall commence on the date of joining and continue to remain in force until terminated in accordance with the terms hereof.

You shall be on probation for a period of 180 days from the date of joining, or such other period as extended by Infinity Learn upon written notice to you ("**Probation Period**"). During the Probation Period, Infinity Learn or you may terminate your employment at any time for any reason, by giving seven (07) days' prior written notice or salary in lieu thereof. Unless your reporting supervisor or HR informs you otherwise, your employment will be deemed permanent at the end of the Probation Period.

Upon completion of the Probation Period, Infinity Learn or you may terminate your employment at any time for any reason, by giving thirty (30) days' prior written notice or salary in lieu thereof.

Notwithstanding the foregoing, Infinity Learn may terminate this Agreement at any time forthwith upon written notice to you, and without any liability if it is found that you have been involved in any activity which is contrary to the standards and policies of Infinity Learn, withheld any information regarding your background or employment history (wherever applicable), or any information provided by you to Infinity Learn is misleading, false, or inaccurate in the reasonable opinion of Infinity Learn.

- i) **Confidentiality.** The terms of this Offer are strictly confidential and should be treated as privileged information between you and Infinity Learn. You are expected to maintain such information appropriately. You are required to strictly maintain the secrecy and confidentiality of and ensure that you do not divulge or communicate in any manner, any information regarding this Offer Letter, including the remuneration offered to you, to any other person other than the HR Department of the Infinity Learn.
- j) **Interim Agreement.** This Offer Letter serves as an interim agreement between you and Infinity Learn regarding your appointment. Material terms specified in this Offer Letter will be recorded in the Employment Documents, which will be issued to you on your Joining Date. Upon execution of the Employment Documents, the Employment Documents will override this Offer Letter to the extent of any conflict between the terms of this Offer Letter and Employment Documents.

In case of any questions or concerns, please email us at [harichandana.dharmaraj@infinitylearn.com](mailto:harichandana.dharmaraj@infinitylearn.com).

We are delighted at the prospect of having you as a part of our team. We are looking forward to working with you!

Yours Truly,

**For Rankguru Technology Solutions Private Limited**

**Ujjwal Singh**

**CEO**

**Acceptance:**

I have read the above mentioned terms and conditions of the Offer Letter and confirm my acceptance of the aforementioned terms and conditions.

Name: **Duluri Shivamani**

Signature:

Date:

**Annexure 1**

<b>Salary Annexure</b>	<b>Monthly</b>	<b>Annually</b>
Basic Salary	25,000	3,00,000
HRA	10,000	1,20,000
Child Education Allowance	200	2,400
Hostel Allowance	600	7,200
Meal Allowance	2,400	28,800
Gift Vouchers	417	5,004
Special Allowance	6,083	72,996
LTA	2,000	24,000
Mobile/Telephone/Internet Reimbursement	1,500	18,000
<b>Gross Salary Payable</b>	<b>48,200</b>	<b>5,78,400</b>
<b>Deduction</b>		
Employee Contribution to PF	1,800	21,600
Professional Tax	200	2,400
Meal Allowance	2,400	28,800
*Income Tax	-	-
<b>Net CTC</b>	<b>43,800</b>	<b>5,25,600</b>
Employer Contribution to PF	1,800	21,600
Variable Pay	-	2,00,000
<b>Total CTC</b>	<b>50,000</b>	<b>8,00,000</b>



**PEGASYSTEMS WORLDWIDE INDIA PRIVATE LIMITED**  
Registered Office: Building No.12A, 13th Office Level,  
Mindspace Cyberabad, Madhapur, Hyderabad -500081  
CIN No. U72200TG2007FTC055018

**TERMS OF EMPLOYMENT**

This Terms of Employment ("the Terms") is made as on the date of countersignature by and between

Pegasystems Worldwide India Private Limited, a company incorporated under the laws of India, having its registered office at Building 12A, 13th Office Level, Mindspace Cyberabad, Madhapur, Hyderabad – 500081, hereinafter referred to as "the Employer" or "the Company" or "Pegasystems".

and

**Mahenderkar Srimaan Murari,**

residing at

**H.No.- 3-2-63/A, Bodrai Bazar, Suryapet - 508213, Telangana** hereinafter referred to as "the Employee".

Where the context requires so, "we", "us" and "ours" shall refer to the Employer and "you" and "your" shall refer to the Employee.

The Employer and Employee shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company.

NOW, THEREFORE, in consideration of the employment of the Employee and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Employee agree as follows:

**1. COMMENCEMENT OF EMPLOYMENT**

Your employment under these Terms shall commence on **08-10-2022** [MM-DD-YYYY] (“Commencement Date”).

## 2. PROBATIONARY PERIOD

2.1. You will be on probation for a period of four (4) months from the Commencement Date. (“Probation Period”).

2.2. During or at the end of your Probation Period, your employment may be terminated by you or the Employer giving one (1) weeks’ notice in writing.

## 3. JOB TITLE

3.1. Your job title is **Associate Software Engineer, Robotics**. This offer of employment is contingent upon you being awarded a degree from your college or university. Pegasystems reserves the right to revoke this offer or terminate your employment at any time should you not complete your entire course or be awarded a degree from your college or university.

3.2. Your duties may be varied by the Employer from time to time without written notice to reflect changes in your role and/or the operational requirements of the Employer’s business. The Company reserves the right to require you to undertake any duties and responsibilities as are consistent with your position or change job title, designation, reporting lines and/or reporting manager from time to time .

## 4. PLACE OF WORK

4.1. Your base location will be **Hyderabad**. For the avoidance of doubt for all employees except the ones in a Sales role, the Employer intends that your employment shall occur in a SEZ (Special Economic Zone). Until such time as you commence work in the SEZ zone, your activities will be limited to training in the requirements for your role. The Company reserves the right to transfer or require you to work from different locations, and therefore, depending on the business requirements you may be directed to work from other offices of the Company situated in different cities within India or outside India or work from your residence, subject to terms and conditions of your employment as set forth herein not being adversely affected and in line with applicable law. Please note that the Hybrid Working & Return to Office guidelines are subject to change as per State, Central Government and/or Special Economic Zone (SEZ) notifications

## 5. SALARY

5.1. The total fixed compensation will be INR **10,00,000** (Indian Rupees)per annum. You will be paid monthly in arrears on the last business day of each month and if the last business day is not working, then the immediately following working business day. The Employer may, on notice as required by law, vary the manner and timing of salary.

5.2. You may be entitled to participate in the bonus plan or sales commission plan applicable to your role, and the amount of your bonus or commission payment, if any, shall be calculated in accordance with the then current applicable bonus or sales commission plan or law. The formal plan documents describing details of plan funding and participation are posted on the Pega Portal. Unless you notify PeopleHub@pega.com within thirty (30) days from your Commencement Date, you are affirming that you have read, understand, and accept the terms of the plan. Pegasystems reserves the sole right to modify this plan at any time.

5.3. To the extent permitted by law, the Employer reserves the right to deduct from your salary any sums which you owe to the Employer or be liable to the Employer for, including, without limitation, any overpayments, loans or advances, made to you by the Employer. In case your salary is not sufficient to recover any such sums, employer has all the rights to instruct employee to make alternative arrangement including issuing demand draft/cheque for the balance recovery of such sums.

5.4. In the event that you take a period of unauthorized absence from work no salary will be payable in respect of that period.

5.5. Further, you are required to strictly maintain secrecy and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration to any other employee of the company or public at large.

5.6. As a demonstration of the company’s commitment to you, we will provide you with an equity grant for which Pega’s future financial statements will incur **6000** USD of expense. This grant will be Restricted Stock Units (RSUs) pursuant to our Long-Term Incentive Plan and is contingent on Compensation Committee approval at the meeting following your date of hire. The number of RSUs granted will be determined based on the closing price of our common stock on the date of the Compensation Committee approval. The full terms of this grant will be conveyed to you in a separate document after you become a Pegasystems employee.

## 6. EXPENSES

6.1. You will be repaid all reasonable out of pocket expenses properly and necessarily incurred in the performance of your duties, provided you submit supporting receipts in respect of each expense claim and you adhere to the Company's expenses policy posted on the Company's intranet site or otherwise made available to you.

## 7. BENEFITS

7.1. Subject to you being accepted under the terms of the schemes and satisfying their conditions on an on-going basis, you will be entitled to provident fund and gratuity, private medical insurance and such other benefits as Pegasystems may offer from time to time. The Company may at its discretion, or where deemed necessary after obtaining your confirmation, change schemes and transfer you to new schemes. Your eligibility for such benefits shall commence from the Commencement Date. Details of the Provident Fund and Gratuity provisions applicable to your employment will be made available to you.

## 8. HOURS OF WORK

8.1. You will be required to work five (5) days a week for forty (40) hours per week, as per the timings allocated to you based on the nature of your work. Upon the Company's direction, you may be required to work at such different or additional hours as may reasonably be required for the proper performance of your duties.

## 9. ABSENCE FROM WORK

9.1. You shall be entitled to paid vacation days or sick leave in accordance with the Company's policies for its employees, as in effect from time to time. The details of the policies may be found at the Company's intranet site or shall otherwise be made available to you.

9.2. Sickness or Injury and pay:

(a) If you are absent from work due to sickness or injury, you must inform your immediate manager by 9:30 am IST, on your first day of absence. Your immediate manager should be told of your expected date of return. If this is not known, then you must keep your immediate manager informed of your progress on at least a weekly basis. Failure to follow the reporting procedure may result in disciplinary action being taken.

(b) If you are absent from work owing to sickness or injury which continues for six (6) or more consecutive working days, you must provide the Employer with a medical certificate on the sixth day of sickness or injury or earlier if so requested by your manager. Thereafter medical certificates must be provided to the Employer on a weekly basis unless agreed otherwise.

(c) The Employer reserves the right to require you to undergo a medical examination during any period of sickness or at any stage during your employment.

(d) If you are absent from work due to sickness or injury and comply with the requirements in Clause 9.2 (a) to (c) above regarding notification of absence, you will be entitled to payment only in accordance with the Employer's sick leave policy, the or other relevant law, as applicable. Details of this policy can be found on the Company's intranet site or will otherwise be made available to you.

9.3. Vacation days:

(a) The Company is pleased to offer its employees flexibility while taking vacation with no cap on the total number of vacation days. Employees may take time off when needed, subject to their manager's approval. A copy of the vacation leave policy may be found on the Company's intranet site or will be otherwise made available to you. By signing these Terms you accept the Company's leave policy, as may be updated from time to time.

## 10. MATERNITY LEAVE

10.1. The Company's maternity leave and benefit provided to eligible employees is in line with the India Maternity Benefit (Amendment) Act, 2017 including its modifications and reenactments made from time to time. Your entitlement to maternity leave is set out in the policy which can be found on the Company's intranet site or will otherwise be made available to you.

## 11. CODE OF CONDUCT

11.1. Pegasystems has a Code of Conduct, as well as other company policies. It is your responsibility to be familiar with the contents of the Code of Conduct and company policies and to comply with their provisions. Pegasystems may change or supplement our Code of Conduct and company policies over time, and as an employee you are expected to stay current on the company's policies.

## 12. TERMINATION OF EMPLOYMENT BY NOTICE

12.1. Subject to clauses 2.2 (Probation Period), 13 (Termination of Employment for Cause) or 14 (Consequences of Termination of Employment), your employment may be terminated by either party giving to the other not less than two (2) months' notice in writing ("Notice Period").

12.2. During all or part of your Notice Period, the Employer reserves the right to require you to perform work or contact clients which does not normally form part of your duties, to undertake special projects, to work from home or not to attend to work at all.

12.3. At its sole discretion, the Employer reserves the right to make a payment in lieu of salary and other contractual benefits for all or part of your Notice Period. There should be no expectation on your part that you will receive such a payment as opposed to remaining employed by it until your Notice Period expires. A termination in line with this sub-clause shall not be a breach of these Terms.

12.4. During the notice period, you shall not be entitled to take annual or any other leave to offset the Notice Period except with the Employer's approval.

## 13. TERMINATION OF EMPLOYMENT FOR CAUSE

13.1. The Employer may, notwithstanding any of the terms of your employment and irrespective of whether the grounds for termination arose before or after it began, at any time by notice in writing terminate your employment with immediate effect and without compensation:

- (a) If you are found guilty of any serious or persistent misconduct or other conduct likely to prejudice the interests of the Employer, or
- (b) You commit any serious or repeated breach of your obligations under your terms of employment, are found guilty of serious neglect or negligence in the performance of your duties or behave in a manner (whether on or off duty) which is likely to bring the Employer into disrepute or which seriously impairs your ability to perform your duties, or you are found engaging in a serious violation of Company policy; or
- (c) If you are convicted of a criminal offence, except one which the Employer considers does not affect your position as its employee; or
- (d) If you are found guilty of committing any deliberate act of discrimination victimization or harassment on the grounds of a colleague's, visitor's a client's race, sex, religion, age, orientation or disability; or
- (e) If you are found guilty of breaching Clause 16 (Confidentiality).

## 14. CONSEQUENCES OF TERMINATION OF EMPLOYMENT

14.1. Upon termination of your employment for any reason, you shall return all items considered Company property which were in your possession during your employment with the Company. In case you are not able to return such property, Company may withhold any sums due to you to recover the cost incurred by Company for such item.

14.2. Upon termination of your employment for any reason, you shall not make any untrue or misleading statement about the Employer, or its officers or employees or represent yourself as being employed by or connected with the Employer.

14.3. In the event that your employment is terminated for any reason before the expiry of one (1) years from the date of commencement of employment:

- (i) The Company shall notify you in writing of the amount of expenses incurred by the Company, which expenses shall include but not be limited to sign on/hiring/joining bonus, relocation expenses, accommodation expenses etc., and such other expenses that the Company may have incurred as a part of your employment with the Company; and
- (ii) You shall refund to the Company the amount of expenses notified under clause 14.3(i) to the Company in the form of a demand draft or cheque as instructed by the Company.

## 15. REPRESENTATION, WARRANTY AND COVENANTS



15.1. You represent, warrant and covenant to the Company as follows:

- (a) You shall discharge the duties assigned to you in the course of your employment with greatest sincerity and diligence and shall at all times exercise your best efforts to protect and further the Company's interests;
- (b) You shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this Terms of Employment as if they were specifically incorporated in this Terms of Employment, as the same may change from time to time in the Company's discretion without the requirement of prior notice to or consent from you, including but not limited to those set forth in any applicable employee handbook. Such rules, regulations may include without limitation matters of attendance, conduct, behavior, discipline, working hours, leave, holidays and other applicable benefits. You shall take all reasonable steps to be aware of such rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this Terms of Employment; and
- (c) You have not been convicted of any offence by any court of law and are not a party to any proceedings pending before or likely to be initiated before or by any court, tribunal, government agency or similar statutory body.

15.2. It is hereby understood that this employment is offered to you upon the understanding and is conditional upon: (i) the credentials, testimonials and particulars submitted by you with or in your application for employment being true, correct and accurate; and (ii) satisfactory verification of your background by the Company in a manner as it deem fits. If at any time it should emerge that the particulars furnished by you are false/incorrect or you have suppressed or concealed any material or relevant information or the result of the background investigation and verification of documents/information is not satisfactory in the opinion of the Company, then the Company shall be entitled to terminate this contract forthwith without notice and without payment of any compensation, whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## 16. CONFIDENTIALITY

16.1. Effective the date of signing these Terms, You must not make use of, divulge, or communicate to any person (other than with proper authority) any of the trade secrets or other confidential information of or relating to the Company or any of its customers or suppliers or any holding company of the Company or any other subsidiary company of that holding company including (but not limited to) details of customers, potential customers, consultants, suppliers and potential suppliers, product details, prices, discounts, specific product applications, manufacturing processes, existing trade arrangements or terms of business, corporate information, including contractual arrangements, plans, strategies, tactics, policies, resolutions; marketing information, including sales or product plans, strategies, tactics, methods, customers, customers confidential information, prospects, or market research data; financial information, including cost and performance data, debt arrangements, and holdings; personnel information including information subject to data privacy laws; operational information, including information related to intellectual property, trade secrets, and other proprietary information, and, including, without limitation, Pegasystems' proprietary products and software (including related documentation and product specifications), which you may receive or become aware of as a result of being in the employment of the Company or which the Company may share with you prior to the start of your employment.

16.2. This obligation of confidentiality shall continue to apply without limit in time after the termination (for whatever reason) of your employment but it shall cease to apply to information which is or comes into the public domain for reasons other than your default.

16.3. Any disclosure which has not been expressly authorized by the company shall be called "Unauthorized Disclosure". The Unauthorized Disclosure of Confidential Information shall constitute serious misconduct and the company shall be entitled to take appropriate action against you including termination of employment.

## 17. PROPRIETARY RIGHTS/INVENTIONS

17.1. From the date of signing these Terms, Pegasystems will own all works and inventions (including without limitation software, designs, processes, know how, works of authorship and other intellectual property) relating to our business ("Developments") which you, by yourself or with others, develop from the date of this letter and throughout your employment at Pegasystems and/or by utilizing Pegasystems' resources. Pegasystems will also own Developments which you, by yourself or with others, develop after leaving Pegasystems, if you utilized any of our confidential or proprietary information in creating such Developments. Further, if you incorporate into any Development any intellectual property previously created by you ("Prior Development"), then Pegasystems shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, import, export, use and sell such Prior Development. Pegasystems will own all Developments whether or not they are patentable or registerable under copyright or similar statutes, and whether or not they are conceived or reduced to practice during working hours or on our premises.

17.2. By signing below and confirming these Terms, you assign to Pegasystems, without further compensation, all of your rights in all Developments and any trademarks or trademark applications, trade secrets, patents or patent applications, and copyrights or copyright applications covering all Developments. Upon request, you will sign and deliver any requested assignments, patents, applications, registrations, or other documents to effect this assignment.

17.3. You also agree and acknowledge that if Pegasystems is unable, after a reasonable effort, to obtain your signature on any trademark application, letter patent, copyright application, assignment or other analogous protection relating to a Development, this letter appoints Pegasystems as your attorney-in-fact to execute and file such application(s) and to do all other lawfully permitted acts to further the prosecution, issuance, and (in Pegasystems' discretion) assignment of trademarks, letters patent, copyrights, or other analogous protection with the same legal force and effect as if executed by you.

17.4. By signing these Terms, you are confirming that you have no obligation to assign any right, title, or interest in any Development to anyone other than Pegasystems.

## 18. RESTRICTIVE CONVENANTS

18.1. By signing below, you agree that these provisions are reasonable.

18.2. You confirm that you no owe no duty to anyone else which conflicts with your duties to Pegasystems.

18.3. You may not, without the prior written permission of the Company, undertake any opportunities outside the Company which, directly or indirectly are in competition with the business of the Company.

18.4. Covenant not to compete. While working for Pegasystems and for six (6) months after that, you cannot accept employment with, acquire an ownership interest in, act as an independent contractor or consultant for, or otherwise advise or assist any Competitor (as defined below). This restriction applies to those countries in which Pegasystems has a business interest, such as an office or customer. You can own stock in a Competitor, provided that the Competitor is a publicly-traded company listed on a national exchange.

(a) "Pegasystems Business" means: Pegasystems delivers rules technology for business and rules-based business process management (BPM) software applications to customers worldwide. Pegasystems software currently comprises a patented business rules engine coupled with BPM technology that automates and manages customer service and transactions through multiple channels of interaction, including traditional call centers and Internet self-service. Pegasystems also licenses frameworks that utilize its BPM technology to create customized applications for particular industries or types of interactions; and, provides professional services and maintenance services relating to these products. Pegasystems' business will also evolve over time in response to changes in technology, client needs and market forces. This description of our business, as listed above and as updated from time to time, is referred to as "Pegasystems' Business" for purposes of this Contract. It is your responsibility to stay current and knowledgeable about what constitutes Pegasystems' Business.

(b) A "Competitor" means: (i) any person or entity that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business; or (ii) within an entity that contains multiple operating divisions or subsidiaries, any operating division or subsidiary that derives a significant portion of its revenues from Pegasystems' Business or any substantially similar business. If an entity contains one operating division or subsidiary that is a Competitor, but also contains other operating divisions or subsidiaries that are not a Competitor, you are not prevented from having the types of relationships described in Clause 21.2 above with the non-Competitor divisions or subsidiaries.

18.5. Customer Opportunities. If you had contact with a Pegasystems' customer as a result of your duties at Pegasystems, you cannot seek or accept employment with that customer for a period of six (6) months from the date of cessation of employment with Pegasystems.

18.6. Covenant against solicitation. While working for Pegasystems and for twelve (12) months after that, you cannot, except with Pegasystems' consent in writing, directly or indirectly solicit any of Pegasystems' employees, or any persons that were Pegasystems' employees within the preceding six month period, to leave us, or hire any of such persons. Further, for the time period stated above, you cannot solicit any of our former or present customers for any activity which is competitive with Pegasystems' Business.

## 19. DATA PROTECTION

19.1. During your employment and for as long a period as is necessary following the termination of your employment, the Employer will:

(a) Obtain, keep, use and produce records containing information about you for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration both in personnel file and on the Employer's computer system. On occasion, the Employer may need to disclose information about you to third parties. It will only do this when absolutely necessary. It will only use information held about you in ways that are consistent with the employment relationship, the operation of the business, and applicable law.

(b) Obtain, keep, produce and use personal data relating to:

- (i) your racial or ethnic origin for the purposes of equal opportunities monitoring;
- (ii) your health in order to enable the Employer to safeguard your health and safety at work, in connection with the Employer's sick pay scheme, for administrative purposes and for complying with its statutory obligations; and
- (iii) details of alleged offences committed by you where:
  - you have informed us of these
  - or we need to keep these details because they have some bearing on your employment.

- (c) Transfer some or all of the information in the Employer's records about you, in accordance with applicable laws, to:
  - Holding companies or subsidiary companies;
  - Companies in whom the Employer or a holding or subsidiary company has a shareholding;
  - Companies or firms with whom the Employer or a holding or subsidiary company has a contractual relationship; and
  - Companies or firms processing data on behalf of the Employer.

(d) By signing these Terms, effective the date of signing, you consent to the Employer obtaining this information and carrying out the processing of personal data described in this Clause 19, in accordance with current or future data privacy laws, as may be applicable, modified or amended from time to time.

## 20. OTHER TERMS

20.1. In the event that you are required to undertake domestic or foreign travel, you undertake to do so in accordance with the then current company policies and additional terms that are available on the Company's intranet site or may otherwise be made available to you.

## 21. RIGHTS OF THIRD PARTIES

21.1. No person who is not a party to this Agreement ("Third Party") has or shall have any rights to enforce any term of this Agreement and no consent of any Third Party shall be required to any cancellations or variations of this Agreement.

## 22. SEVERABILITY

22.1. Each of the terms of this Contract of Employment is considered reasonable by the Company and by you and is intended to be separate and severable. In the event that any of the said terms shall be held void, but would be valid if part of the wording thereof were deleted, such term shall apply with such deletion as may be necessary to make it valid and effective.

## 23. NOTICES

23.1. You shall notify the Company, in writing, of any change, whether permanent or temporary, of residential address or any other contact details (telephone number, email address, mobile number etc.) within ten (10) business days of the said change, failing which any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

## 24. LAW

24.1. This Agreement shall be governed by, and construed in all respects in accordance with India's central and state specific laws to the extent applicable.

## 25. DISPUTE RESOLUTION

25.1. Any disputes arising in connection with your employment or this contract shall be submitted to the jurisdiction of the courts in Ranga Reddy, India.

## 26. ENTIRE AGREEMENT

26.1. These Terms sets out the entire Agreement between the parties and supersedes all prior contracts relating to its subject matter. The Employer reserves the right to vary your terms and conditions of employment at any time based on the business need through appropriate communication.

27. EXECUTION & COUNTERPARTS

27.1. These Terms may be executed and acknowledged by the parties in counterparts in manuscript (wet ink signature) or digital signature or electronic signature or other electronic means including email, capable of recording the date of execution, and shall be a binding legal document between the parties for all purposes. The Company reserves the right to mandate executing these Terms in manuscript for future record keeping or other purposes.

By signing this document, you confirm your acceptance to the Terms of Employment. You shall join the Company no later than **08-10-2022** [MM-DD-YYYY] failing which, notwithstanding your acceptance of these Terms of Employment, the Company's offer to you shall be deemed to be withdrawn and these Terms of Employment shall be of no effect and consequence.

**SMRITI**  
**MATHUR**  
Digitally signed  
by SMRITI  
MATHUR  
Date: 2022.07.18  
23:31:04 +05'30'

Signed

Authorized Signatory

Pegasystems Worldwide India Private Limited

Accepted By

I understand and acknowledge that this document has been authenticated in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions it contains.

Signed .....

**Mahenderkar Srimaan Murari**

Date.....

In Process  
In Process



COMPENSATION DETAILS				
Name		Mahenderkar Srimaan Murari		
Designation		Associate Software Engineer, R&D/Infoc		
S.No.	Components	Per Annum	Per Month	Remarks
A	Basic Salary	400,000	33,333	60%
	House Rent Allowance	160,000	13,333	40%
	Fixed Reimbursement & Allowances			100% of Basic Salary
	- Leave Travel Allowance	30,000	2,500	
	- Children Education Allowance	1,000	100	
	- Children Hostel Allowance	3,000	300	
	- Health & Sports Club fee	18,000	1,500	
	Special Allowance	178,000	14,833	
B	Company's contribution to PF	48,000	4,000	12% of basic salary
A+B	Fixed Base Pay	1000000	83333	Fixed base pay includes company's contribution to PF
C	Corporate Incentive Compensation Plan (CICP)	400000		Annual pay not based on individual and Company's performance
	Stock Grant - (15%)	400,000	6000	Vesting Period of 3 yrs, with equity to vest at 1 year and Quarterly 2% there-on. (1 USD = 75 INR for this calculation) Dividend F is IN USD
D	Annual Stock Value	975,000		INR value of the stock option in the first year based on the allotted stock option, stock value is fluctuating & changes with stock market and reserve/buffer consideration rates.
E	Personal/Accident/Health/Term Insurance	25,000		This is a mean benefit and cannot be guaranteed
F	Gratuity (Retiree Benefit)	18,250		Payable upon completion of 5 years. Payable for 15 days of last drawn basic, multiplied by number of years of service, in the event of resignation, as per laws prevailing at the time.
	<b>Total Cost to the Company for first year (A+B+C+D+E+F)</b>	<b>1,916,250</b>		

- NOTE:
- TDS will be deducted at the applicable tax rate.
  - All Components (except CIA, CIAA) under this basket will be reimbursed by Company on production of bills. The reimbursement cycle will be as per Company's policy.
  - Employee can discuss the CTC structure with the "Payroll" Department and get the finalized CTC structure.
  - Please forward the investment declaration form and Previous employment data to the payroll department.
  - Employee who opt for Company's Car Facility will not be eligible for parking allowance.

I understand and acknowledge that this document has been published in electronic mode and such signing or delivery of the document shall be deemed to be as good as an original document and not affect the validity of provisions contained herein.

Digitally signed by SMRITI MATHUR  
 Date: 2023.10.23 10:29:29 +05'30'

Signed: \_\_\_\_\_  
 Authorized Signatory  
 PegaSystems Worldwide India Private Limited

Signed: \_\_\_\_\_  
 Mahenderkar Srimaan Murari

In Process  
 In Process



# India - your Total Rewards

## Powerful software, powered by people.

At Pega, we're on a mission to change the way the world builds software. We care about our great employees and are committed to offering the best total rewards and resources that meet employees' diverse needs and support their overall well-being – so everyone can be their best at work and at home.



## We focus on the prevention, understanding, and enablement of your health and well-being.

Personal

When you join Pega, you'll receive a wide range of **resources and activities** to help you stay fit and healthy – in addition to competitive and quality healthcare programs.

Physical

You can take part in our fun **PegaUp! global challenge** along with other **wellness events** and **activities**.

Financial

We also provide an **Employee Assistance program** and a free subscription to **Headspace** to help you practice mindfulness and live life with greater compassion, calm, and peace of mind.

Emotional



## Life@Pega

We have many **learning opportunities** available at Pega, including on demand learning platforms such as getAbstract, Udemy and edX, as well as financial support through our **Education Assistance program**.

We also offer a global parental leave program and flexible options for new parents to help with the transition back to work. We offer time away and leave programs to encourage all employees to take regular vacation days to disconnect and stay fit and healthy.

In addition, we're committed to giving back to our communities and encourage our employees to participate in the charitable causes they are passionate about through our **PegaCares program**. All Pega employees have **two paid volunteer days per year** for volunteering opportunities. Additionally, our **Talent Recognition program** supports Pega's culture of giving, enabling employees to convert their reward points into charitable donations.



## Your benefits at a glance - India



### Personal

- Flexible vacation and time off programs
- 26 weeks paid leave for main caregiver parental leave and 30 days paid leave for secondary caregiver
- Global recognition programs, including peer to peer
- Career development workshops and unlimited access to leading learning providers including Udemy for Business and getAbstract.
- Service Anniversary Awards
- Celebrating Personal Event (Birthday & Parental gift card)



### Physical

- Medical Health Insurance covering inpatient and outpatient department delivery
- Preventive Annual Health Check-up
- COVID-19 Insurance Protection
- Telehealth (Teleconsultation Service)
- BurnAlong on-demand health and wellness



### Emotional

- Employee Assistance program
- Headspace subscription
- Webinars and resources to support mental health



### Financial

- New hire & periodic equity grants
- Employee Stock Purchase Plan (ESPP)
- Short- & long-term disability insurance
- Critical illness insurance
- Accident insurance
- Short-Term Interest Free loan
- Group Term Life Coverage
- Child Day Care Program
- Car Lease Benefit
- Business travel accident insurance
- Employee Referral program



Date: 15-JUN-2022  
Ref No: 142948

Dara Vishal  
Bapughat ,langarhouz, Bapughat ,langarhouz

**LETTER OF APPOINTMENT**

Dear Dara,

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](mailto:onboarding.helpdesk@kotak.com)

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**Manoj Phadnis**  
Head - HR Shared Service

-----  
**Dara Vishal**

**Kotak Mahindra Bank Ltd.**  
CIN: L65110MH1985PLC038137

Kotak Infinii, Building No. 21,  
Zone 4, 2nd Floor, Infinii Park,  
Off Western Express Highway,  
General AK Vaidya Marg,  
Malad (E), Mumbai 400097,  
Maharashtra, India.

T +91 22 66056825  
F +91 22 67259071  
[www.kotak.com](http://www.kotak.com)

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.





Date: 15-JUN-2022  
Ref No: 142948

**Dara Vishal**

Bapughat ,langarhouz, Bapughat ,langarhouz

Dear Dara,

We are delighted to appoint you as **Deputy Manager, M2** with effect from **23-JUN-2022**, 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 **23-JUN-2022**.

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 Ltd ,1288-Mumbai - Kotak Inifiniti-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 **6 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 Ltd.**  
CIN: L65110MH1985PLC038137

Kotak Inifini, Building No. 21,  
Zone 4, 2nd Floor, Inifiniti Park,  
Off Western Express Highway,  
General AK Vaidya Marg,  
Malad (E), Mumbai 400097,  
Maharashtra, 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 400051,  
Maharashtra, 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 **14/02/2000** 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 Month(s)** 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.
- 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.**,

-----  
**Manoj Phadnis**  
**Head - HR Shared Service**

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

-----  
**Dara Vishal**

**Kotak Mahindra Bank Ltd.**  
CIN: L65110MH1985PLC038137

Kotak Infinii, Building No. 21,  
Zone 4, 2nd Floor, Infinii Park,  
Off Western Express Highway,  
General AK Vaidya Marg,  
Malad (E), Mumbai 400097,  
Maharashtra, 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 400051,  
Maharashtra, India.

22<sup>nd</sup> June 2022**Shaik Sameer,  
CBIT****Subject:** Offer of Employment

Dear Shaik,

**Congratulations!**

This is with reference to your application and the subsequent interviews you had with us. We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the "Company"), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

- |   |                                       |  |
|---|---------------------------------------|--|
| 1 | <b>Career level</b>                   | CL 2 (I)   |
| 2 | <b>Global title</b>                   | Professional (I)   |
| 3 | <b>Business title</b>                 | Engineer   |
| 4 | <b>Date of Joining</b>                | 5 <sup>th</sup> July 2022 (subject to change as per written communication from Company as per Company policy)                        |
| 5 | <b>Joining &amp; Posting location</b> | SAMSUNG INDIA ELECTRONICS PVT. LTD,<br>1st to 9th Floor, Tower 11, IT/ITES SEZ,<br>CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, |

**Remuneration:**

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1<sup>st</sup> March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company's Human Resource Department for any clarification, incase required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

**Probation Period and Confirmation as a Permanent Employee:**

You would be placed on a probation period of six months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You are required to clear Company's Software Competency Test - Advanced level during your probation period. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

**Termination of Employment:**

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month's advance written notice or payment of one month's basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

**Transfer:**

While this offer is being made for Mobile Research & Development Centre of the Company located at Candor Techspace, Plot No, 20/21, Tower 11, Sector – 135, Noida 201304, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

**False / Misleading Information and Background Verification / Reference Check:**

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

**Submission of Documents**

You are required to submit the documents listed in Annexure 1 (Part B) at the time of joining.

This offer is contingent on you maintaining 70% or 7.0 CGPA and above in your final degree, if your Percentage or CGPA drops below, this offer stands cancelled.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**

**Director – Human Resource**

## ANNEXURE I

### (A) Compensation Details

	Salary Components	INR Monthly	INR Annual
<b>Basic Salary</b>	Basic	31428	377140
<b>Allowances</b>	HRA	15714	188570
	Conveyance	1600	19200
	Special Allowance	20677	248122
	Supplementary Allowance	7857	94286
<b>Benefits</b>	LTA	2619	31428
	Medical	1250	15000
<b>Retirals</b>	Provident Fund	3771	45257
	Gratuity	1512	18140
	<b>TOTAL SALARY</b>	<b>86428</b>	<b>1037143</b>
<b>*Bonus</b>	<b>Festival Bonus</b> (Oct-Nov)	200% of Basic pay	62857
	<b>TOTAL COST PA</b>		<b>1100000</b>
<b>**Joining Bonus</b>			100000
	<b>Total CTC</b>		<b>1200000</b>
<b>***Retention Bonus</b>	<b>First Year:</b> 2 Equal instalments on completion of 6 & 12 months		100000
	<b>Second Year:</b> 2 Equal instalments on completion of 18 & 24 months		100000
	<b>Third Year:</b> On completion of 30 months from date of joining		50000
<b>Comm. Allowance</b>	@ INR1000/- per month shall be payable		12000
<b>Other Benefits</b>	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
<p><b>*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.</b></p>			
<p><b>**Joining Bonus shall be paid after three months of joining. This amount is subject to recovery in case the employee separates from the organization within 01 year of joining</b></p>			
<p><b>*** Retention bonus:</b> Please note that in the event of your separation from the company for any reason whatsoever, any Retention Bonus paid in the preceding 12 months would be recovered. For this purpose, the date when the bonus was actually paid will be taken into account.</p>			
<p><b>All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.</b></p>			

**Note:**

1. Only the employees who are on active payroll of the company are eligible for bonus.
2. LTA can be claimed as re-imbusement against actual bills and can be claimed as per eligibility under company policy (against actual bills).

**(B) List of documents to be submitted****You are required to submit the following at the time of joining:**

- Four passport size photographs
- Education certificates (High School Onwards)
  - Degree certificates and final year mark sheets are mandatory
  - Self-attested photostat copies for submission & original documents for verification
  - In case, the final year mark sheet/degree is awaited from Institution/University, kindly submit the provisional degree certificate & share a self-declaration stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (X<sup>th</sup> Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence/ID Proof  
(Only Following documents will be considered as proof of Address and ID):
  - Voter ID card
  - Driving License
  - Ration Card

**NOTE:** *The final appointment letter shall be issued upon your joining of duties and satisfactory completion of all joining formalities & documentation.*

**For Samsung India Electronics Pvt. Ltd.**



**Arnav Agarwal**  
**Director – Human Resource**



**08-Jun-2022**

**Dear Bhanu Chander Bomma,**  
B.E., Information Technology  
Chaitanya Bharathi Institute of Technology

**Candidate ID – 19618581**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

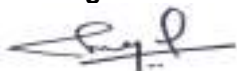
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** Bhanu Chander Bomma      **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

**Note: The Insurance amount may vary subject to market conditions from time to time.**

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

#### **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

#### **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

#### **\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR **25,000/-** based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Bhanu Chander Bomma, 23, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the

Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.

- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
- d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude

- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**Bhanu Chander Bomma**

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

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





OFFICE ADDRESS  
Office # 1701, 17<sup>th</sup> Floor. Aurobindo Galaxy,  
Hyderabad Knowledge City, TSIIIC,  
Raidurg, Opp to Ikea, Hyderabad, India - 500081  
E: [info@dazn.com](mailto:info@dazn.com)  
W: <https://media.dazn.com/en/>

**STRICTLY PRIVATE & CONFIDENTIAL**

### **LETTER OF OFFER**

Date: 28th September 2022

**Dear Bomma Bhanu Chander**

H.no 2-54, Dharmareddi Palle Village, Gajwel Mandal,  
Siddipet District,  
Telangana- 502278

Aadhar Number: 6502 7554 7557

On behalf of **DAZN Software Private Limited**, I am excited to issue this offer Letter of employment to you as **Associate Software Engineer** based in **Hyderabad**.

Your Date of Joining **DAZN Software Pvt Ltd** is on **03<sup>rd</sup> October 2022**.

You will be communicated the details of your role and responsibilities in the initial weeks of your joining. During your employment with **DAZN Software Private Limited**, you may be required to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in any work time shift, at allocated workspace and location as may be decided by the company.

As part of your annual compensation, you will receive a **Cost to Company (CTC)** of **Rs. 8,00,196.00 (Rupees Eight Lakhs One Hundred and Ninety Six Only)**, including Fixed Basic Salary, Allowances etc.). You will be eligible to a discretionary bonus of **5%** based on meeting key performance targets.

All roles within DAZN are given a Career Band that places them within the company's overall career structure and outlines the types of skill, knowledge, competence, and accountabilities required for roles at each level. Your role sits within our **Player Band**.

You will be on probation for a period of **3 months** (Three Months). On completion of the probation period, based on your performance evaluation / review, you will be converted as a confirmed employee. The notice period during the probation period will be 15 days on either side.

Your Salary Break-up is as given in **Annexure - A**

You are required to submit your Documents as mentioned in **Annexure - B** on your date of Joining.

Please sign and return a copy of this Letter of Offer as your Acceptance. Note that upon acceptance of this Offer Letter, it will be considered as your consent to us to conduct your Background Verification Check through our Empaneled Vendors.

Your offer may be withdrawn if you do not confirm your acceptance of this Offer within one day or if you do not join on the proposed joining date.

**OUR TEAM SPIRIT**





OFFICE ADDRESS  
Office # 1701, 17<sup>th</sup> Floor. Aurobindo Galaxy,  
Hyderabad Knowledge City, TSIC,  
Raidurg, Opp to Ikea, Hyderabad, India - 500081  
E: [info@dazn.com](mailto:info@dazn.com)  
W: <https://media.dazn.com/en/>

You will be issued the Appointment Letter on your Joining Date. You will be required to sign an Employment Terms & Conditions letter including a Non-Disclosure Agreement (NDA) at the time of joining.

Bomma Bhanu Chander, we look forward to you joining the DAZN Family, and in the meantime if you have any questions do not hesitate to contact me

**With Best Regards**

**Praveen Marla**  
**Head of People**

**By signing below, I acknowledge that I have reviewed this offer letter and I voluntarily agree to and accept its terms & conditions.**

**Bomma Bhanu Chander**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OUR TEAM SPIRIT**





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E: [info@dazn.com](mailto:info@dazn.com)  
W: <https://media.dazn.com/en/>

Name	<b>Bomma Bhanu Chander</b>	
Designation	<b>Associate Software Engineer</b>	
Date of Joining	<b>3<sup>rd</sup> October 2022</b>	
<b>SALARY STRUCTURE</b>		
<b>Gross Salary Components</b>	<b>Monthly (INR)</b>	<b>Annual (INR)</b>
Basic	24375	292500
HRA	9742	116900
Special Allowance	14300	171600
Meal Card	2200	26400
PF Employer Contribution	1800	21600
LTA	1750	21000
<b>Gross Salary (A)</b>	<b>54167</b>	<b>650004</b>
<b>Performance Based Variable Bonus (B)</b>	<b>5417</b>	<b>65000</b>
<b>Other Components</b>	<b>Monthly (INR)</b>	<b>Annual (INR)</b>
Communication Allowance	2500	30000
Transport Allowance	1600	19200
Books & Periodicals	3000	36000
<b>Other Components (C)</b>	<b>7100</b>	<b>85200</b>
<b>Total Cost (A+B+C)</b>	<b>66683</b>	<b>800196</b>
<b>Annual Total Cost (A+B+C) in words</b>	<b>Eight Lakhs One Hundred and Ninety Six Rupees Only</b>	





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W: <https://media.dazn.com/en/>

### ANNEXURE – B

Following are the documents that must be produced/submitted (where applicable) on the day of joining.

- Original offer letter duly signed.
- Appointment letter and latest salary increment letter of your previous employment.
- Experience Certificates and Relieving Letter from the previous employers.
- Recent salary slip issued by your current employer.
- Education Certificates.
- Aadhar card, PAN and Copy of passport (front and back).
- Passport size photographs (5 No's).
- Form 16 issued by your current employer

Note: Your Appointment is liable to be terminated in the event of non-submission of any of the documents mentioned above.



[Back](#) | [Print](#) | [Sign Out](#)



**PRIVATE AND CONFIDENTIAL**

February 18, 2022

Panuganti Rahul

Plotno:-195 Houseno :- 4-9-40 Road No:-04  
Priyadharshini Colony Hayathnagar Hyderabad.

Dear Panuganti,

**LETTER OF APPOINTMENT**

We are pleased to offer you employment with DBS Asia Hub 2 Private Ltd ("Company"), subject to satisfactory references, on the terms and conditions set out in this letter and in Appendices I and II to this letter which together constitute your contract of employment with DBS ("Letter of Appointment").

**Position**

Your appointment will be SNROFFCR, Specialist, Application Developer, Corporate Banking (BR0005), with the corporate rank of Senior Officer in Middle Office Technology of Company at India>Telangana>Hyderabad. Your role and responsibilities may from time to time extend to cover other entities within the DBS Group ("Group") which may be situated at any location where the Company has or may in future commence operation. As we continue to make our mark in Asia, we look forward to having you on board to seize the opportunities offered by a growing Asia.

**TOTAL COMPENSATION**

You will receive a total compensation comprising an Annual Guaranteed Cash (Basic Salary and Other Allowances), Variable Bonus and Benefits.

(a) Your commencing Annual Guaranteed Cash (Basic Salary and Other Allowances) is Rs. 850,000 - only.

Refer "**Annexure A**" for a detailed breakup of your Cost to Company (Basic Salary, Other Allowances and Retirals)..

**(b) Variable Bonus**

You will be eligible for a Variable Bonus provided you are not serving your notice period consequent to your resignation/termination of your employment by the Company as on the payment date. The amount will be determined by the Company at its sole discretion taking into account your performance, the performance of the Company and the operating unit you are deputed to, as well as other factors that may be determined by the Company. The Company's decision in this regard will be final and binding and shall not be called in question.

The Variable Bonus may include:-

- (i) cash; and/or
- (ii) long-term incentives
- (iii) quarterly performance bonus for sales staff (Where Applicable instead of Variable Bonus)

Provided that such performance bonus shall be dependent upon your performance.

**Benefits**

You will enjoy a host of benefits which covers various types of leave including annual leave, medical leave and insurance. Details of these key benefits are set out in Appendix I enclosed. All schemes on staff benefits, allowances, bonuses and incentives are granted at the Company's sole discretion. The Company may review and modify these schemes from time to time and this may result in changes in or withdrawal of the schemes, upon notification by the Company.

**Probation**

Your probationary service period is 3 months starting from (and including) the date on which you commence your employment with the Company. Confirmation of your appointment is subject to satisfactory work performance and conduct during the probationary service period. Unless you are notified otherwise, your appointment will be confirmed automatically.

**Resignation and Notice Period**

On confirmation of your appointment with the Company, you will continue to be employed by us until either you or we terminate your employment by

giving notice period as applicable enumerated in the table below, however, it will be at Company's discretion. We may, in lieu of notice, also terminate your employment by paying you (Subject to paragraph 12 (d) & 12 (g) in appendix 2) or such proportionate amount according to any unexpected portion of such notice.

The notice period for termination of your employment with the Company is dependent on your corporate rank as follows:

Corporate Rank	Notice Period	
	During Probation	After Probation
All DAH2 Staff	1 month	2 months
Contract Staff	2 months	

#### Provident Fund

PF contributions will be made by yourself and the Company in accordance with the prevailing regulations.

#### Income Tax

You will be responsible for the full amount of personal income tax due and payable as a result of your employment with the Company. Taxation will be governed under the (Indian) Income Tax Act, 1961 and the rules and regulations made there under. The Company will deduct the tax at source as per applicable rates of income tax.

#### GST

During the course of your employment (including the time upto termination of such employment), if DBS determines that any supply (whether of goods/services or otherwise)/facility/convenience/ forbearance made/provided to the you attracts GST then DBS will be entitled to recover such GST from you. Further, DBS shall have final authority on all matters with respect to such recovery of GST including but not limited to applicability, rate, manner of recovery, etc.

#### PRE-CONDITIONS

This offer of employment is subject to the following:

- I. Satisfactory verification of all information submitted in your job application to the Company
- II. Your character antecedents/references are satisfactory in all respects;
- III. Receipt of a clear discharge certificate from your present employer prior to commencement of work;
- IV. You are medically fit and able to effectively undertake your duties;
- V. You have disclosed information regarding relative and friend employees working with the Company;
- VI. Receipt of acceptable employment references by the Company. Approval by MAS/RBI or any other relevant regulatory body for you to carry out the duties envisaged by the role offered to you, where applicable;
- VII. The solicitation and sale of certain products to customers is regulated by regulatory agencies like Securities and Exchanges Board of India (SEBI), Insurance Regulatory Authority of India (IRDA) and any other regulatory agencies. In certain cases, solicitation and sale of these products can only be done by professionals, who have acquired the necessary qualifications and/or licenses as mandated by SEBI, IRDA or any other regulatory agency. You are prohibited from soliciting and selling any such product without acquiring the necessary qualifications/licenses and submitting documentary evidence thereof to your immediate supervisor. You are required to keep renewing these qualifications/licenses as mandated by the regulatory agencies;
- VIII. The solicitation and sale of any such products without required qualifications/licenses will be considered as a violation of terms and conditions of the Employment and Code of Conduct and will invite appropriate disciplinary action; and
- VIV. An employment pass approved by the relevant authority, where applicable.

In the event that any of the conditions above is not fulfilled before you commence work with the Company, the Company reserves the right to rescind this Letter of Appointment, and you agree and accept that you shall have no claim whatsoever against the Company. If you have commenced your employment with the Company, the Company reserves the right to suspend/ terminate your employment with immediate effect, without any obligation to make to you any payment in-lieu of notice, should (a) any of the above results be unsatisfactory, (b) any of the conditions above remain unfulfilled, or (c) any information given by you (including information given in the submitted forms) is untrue or inaccurate.

The solicitation and sale of certain products to customers is regulated by regulatory agencies like Securities and Exchanges Board of India (SEBI), Insurance Regulatory Authority of India (IRDA) and any other regulatory agencies. In certain cases, solicitation and sale of these products can only be done by professionals, who have acquired the necessary qualifications and/or licenses as mandated by SEBI, IRDA or any other regulatory agency.

You are prohibited from soliciting and selling any such product without acquiring the necessary qualifications/licenses and submitting documentary evidence thereof to your immediate supervisor. You are required to keep renewing these qualifications/licenses as mandated by the regulatory agencies.

The solicitation and sale of any such products without required qualifications/licenses will be considered as a violation of terms and conditions of the Employment and Code of Conduct and will invite appropriate disciplinary action.

An employment pass approved by the relevant authority, where applicable.

In the event that any of the conditions above is not fulfilled before you commence work, the Company reserves the right to rescind its offer of

employment and you shall have no claim whatsoever against the Company. If you have commenced work, the Company also reserves the right to suspend/ terminate your services having regard to the provisions of notice period contained in Appendix II, without payment in-lieu of notice, should (a) any of the above results be unsatisfactory, (b) any of the conditions above remain unfulfilled, or (c) any information given by you (including information given in the Health Declaration Form) is untrue or inaccurate (d) information given by you in the Health Declaration Form and the documents, leads the Company to believe that you are unfit to assume employment with the Company.

#### General Terms

DBS Asia Hub 2 Private Ltd ("DBS") is required to collect employee personal data that is provided in the course of or in connection with employee employment or job application with DBS either received from employee or through the third party (vendors/consultants of DBS).

As an employee I hereby provide consent to the collection, usage and storage of personal data for the purpose of verifying employee identity and the accuracy of personal details and other information provided to DBS, performing obligations under or in connection with contract of employment with DBS, including payment of remuneration and tax, for all administrative and human resources related matters within or outside of the jurisdiction of India including administering payroll, granting access to DBS premises and computer systems, processing leave applications, administering my insurance and other benefits, facilitating compliance with any laws, customs and regulations which may be applicable to DBS.

As an employee I authorize DBS to share my personal data with DBS' Group company/affiliates and/or with any statutory authorities, within or outside of India.

The purposes listed in the above clauses may continue to apply even in the situations where employee employment with DBS has been terminated, for a reasonable period thereafter.

Such amendments, modifications, supplements and / or replacements, shall take effect upon notification by the Company.

#### Other

Your salary is confidential to you and is not to be disclosed to anyone. Other than yourself, it is known only to authorized staff who are required to maintain strict confidentiality. Any contravention will result in disciplinary action.

The Company has a policy against sexual harassment and is committed to providing an environment free from sexual harassment at the work place.

#### ANNEXURE - A

Please find detailed breakup of your Cost to Company (Basic Salary, Other Allowances and Retirals).

ANNEXURE - A Table

<b>ANNUAL GUARANTEED CASH BREAK-UP</b>	<b>Per Annum Amount (INR)</b>
Basic Pay	339,996
House Rent Allowance	170,004
Special Allowance	340,000
Statutory Bonus	0
<b>Annual Guaranteed Cash (A)</b>	<b>850,000</b>
Employer's Contribution to Provident Fund (B)	40,800
<b>Cost to Company (A+B)</b>	<b>890,800</b>

#### Academic Qualification

If you are currently in your last year of undergraduate study, this offer of employment is further subject to the condition that you will graduate with no less than a Bachelor's Degree, Second Class Honours, Upper Division (or the equivalent thereof) no later than the date falling three months from the date on which you commence your employment. In the event that you do not obtain the said degree within the stipulated time period or fail to obtain the minimum required class of Honours for the said degree, DBS Asia Hub 2 Private Ltd reserves the right to terminate your employment or redesignate you into different job functions and/or review your terms of employment.

#### Acceptance

Your employment with the Company shall commence on a date to be mutually agreed with the Company. If you do not or are unable to report for work on the agreed date of commencement with a valid reason, the Company shall have the right to extend or postpone your date of commencement. In the event that the Company does not agree to extend or postpone your date of commencement, the Company may treat this Letter of Appointment as having been terminated immediately without any liability to either party. If you fail to commence at work on the mutually agreed date, this agreement stands terminated in one week from aforesaid date, without any liability to either party.

You acknowledge that you have read carefully and understand the contents of this Letter of Appointment as well as in Appendix I and Appendix II before accepting the terms of the Company's offer of employment to you and you agree to be bound by and will comply with those terms.

Please confirm your acceptance of the terms within this Letter of Appointment by February 24, 2022, failing which this offer will lapse.

Please do not hesitate to contact Sateesh Kumar Thyagarajan at sateeshkumart@dbs.com if you have any queries.

We look forward to welcoming you on board and wish you a successful career with DBS.

Yours sincerely,



Ashwin Kumar DOMALAPALLY  
Talent Acquisition Group Team Head  
Human Resources  
DBS Asia Hub 2 Private Ltd., India

### Attachments

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- [DAH2\\_FTE\\_Appendix 1.pdf](#)
  - [DAH2\\_FTE\\_Appendix 2.pdf](#)
-



**22<sup>nd</sup> November 2021**  
**Mr. Shivaji Rao**  
**Subject: Offer of Employment**

Dear Shivaji Rao,

On behalf of **alliantgroup India Talent Private Limited** (the “Employer”) I am pleased to confirm our offer of employment to you as “**Associate – Cyber Security**” based in **Hyderabad**. You have made a very favorable impression with everyone you met, and we are excited with the prospect of you joining our organization on **6<sup>th</sup> June 2022**.

Your immediate manager will communicate details of your roles and work responsibilities in the initial weeks of your joining the employer.

Your annual gross compensation is **INR 5,50,000 (Rupees Five lakh Fifty Thousand Only)** and will be subject to statutory and other deductions as per Employer practices and policies.

Your employment with us will be governed by the Terms and Conditions of the Employment Agreement detailing compensation breakup and other employment details which will be provided on the day of joining the organization.

As a token of your acceptance of our offer please acknowledge indicating acceptance of our offer on email within seven days of the receipt of the letter after which period this offer shall lapse automatically. You will be required to sign the duplicate copy of the offer letter once the hard copy letter is available.

Shivaji Rao, everyone you have interviewed with joins me in extending you congratulations and warm regards. We look forward to you joining our team.

Sincerely,  
 For **alliantgroup India Talent Private Limited**

**Authorized Signatory**  
 Name & Date of Acceptance

<b>Name</b>		<b>Mr. Shivaji Rao</b>	
<b>Designation</b>		<b>Associate – Cyber Security</b>	
<b>Pay Components</b>	<b>Annual Gross (INR)</b>	<b>Monthly Gross (INR)</b>	
Basic	220,000	18,333	
HRA	88,000	7,333	
Other Allowances	220,400	18,367	
PF Employer	21,600	1,800	
<b>TOTAL</b>	<b>550,000</b>	<b>45,833</b>	
<i>Medical and Accident Insurance Policy will be provided as per Company norms</i>			
<i>A variable performance-based pay, as per company policy, will be applicable</i>			

**alliantgroup India Talent Private Limited**

Registered and corporate Office: 3<sup>rd</sup> Floor unit No 0301 and 0302 Sky view, Raidurgam Village, Serlingampally, Ranga Reddy, Telangana 500081



OFFICE ADDRESS  
Office # 1701, 17<sup>th</sup> Floor. Aurobindo Galaxy,  
Hyderabad Knowledge City, TSIIIC,  
Raidurg, Opp to Ikea, Hyderabad, India - 500081  
E: [info@dazn.com](mailto:info@dazn.com)  
W: <https://media.dazn.com/en/>

**STRICTLY PRIVATE & CONFIDENTIAL**

## **LETTER OF OFFER**

Date: 27th September 2022

**Dear Srinath Chinthakindi**

H. No. 1-7, Dumpalapally, Dubbak,  
Dumpalapally, Medak,  
Andhra Pradesh- 502108

Aadhar Number: 3676 1735 0494

On behalf of **DAZN Software Private Limited**, I am excited to issue this offer Letter of employment to you as **Associate Software Engineer** based in **Hyderabad**.

Your Date of Joining **DAZN Software Pvt Ltd** is on **03<sup>rd</sup> October 2022**.

You will be communicated the details of your role and responsibilities in the initial weeks of your joining. During your employment with **DAZN Software Private Limited**, you may be required to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in any work time shift, at allocated workspace and location as may be decided by the company.

As part of your annual compensation, you will receive a **Cost to Company (CTC)** of **Rs. 8,00,196.00 (Rupees Eight Lakhs One Hundred and Ninety Six Only)**, including Fixed Basic Salary, Allowances etc.). You will be eligible to a discretionary bonus of **5%** based on meeting key performance targets.

All roles within DAZN are given a Career Band that places them within the company's overall career structure and outlines the types of skill, knowledge, competence, and accountabilities required for roles at each level. Your role sits within our **Player Band**.

You will be on probation for a period of **3 months** (Three Months). On completion of the probation period, based on your performance evaluation / review, you will be converted as a confirmed employee. The notice period during the probation period will be 15 days on either side.

Your Salary Break-up is as given in **Annexure - A**

You are required to submit your Documents as mentioned in **Annexure - B** on your date of Joining.

Please sign and return a copy of this Letter of Offer as your Acceptance. Note that upon acceptance of this Offer Letter, it will be considered as your consent to us to conduct your Background Verification Check through our Empaneled Vendors.

Your offer may be withdrawn if you do not confirm your acceptance of this Offer within Two (2) business days or if you do not join on the proposed joining date.

**OUR TEAM SPIRIT**





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W: <https://media.dazn.com/en/>

You will be issued the Appointment Letter on your Joining Date. You will be required to sign an Employment Terms & Conditions letter including a Non-Disclosure Agreement (NDA) at the time of joining.

Srinath Chinthakindi, we look forward to you joining the DAZN Family, and in the meantime if you have any questions do not hesitate to contact me

**With Best Regards**

**Praveen Marla**  
**Head of People**

**By signing below, I acknowledge that I have reviewed this offer letter and I voluntarily agree to and accept its terms & conditions.**

[Ch.srinath \(Sep 27, 2022 23:10 GMT+5.5\)](#)

**Srinath Chinthakindi**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OUR TEAM SPIRIT**





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Name	<b>Srinath Chinthakindi</b>	
Designation	<b>Associate Software Engineer</b>	
Date of Joining	<b>3<sup>rd</sup> October 2022</b>	
<b>SALARY STRUCTURE</b>		
<b>Gross Salary Components</b>	<b>Monthly (INR)</b>	<b>Annual (INR)</b>
Basic	24375	292500
HRA	9742	116900
Special Allowance	14300	171600
Meal Card	2200	26400
PF Employer Contribution	1800	21600
LTA	1750	21000
<b>Gross Salary (A)</b>	<b>54167</b>	<b>650004</b>
<b>Performance Based Variable Bonus (B)</b>	<b>5417</b>	<b>65000</b>
<b>Other Components</b>	<b>Monthly (INR)</b>	<b>Annual (INR)</b>
Communication Allowance	2500	30000
Transport Allowance	1600	19200
Books & Periodicals	3000	36000
<b>Other Components (C)</b>	<b>7100</b>	<b>85200</b>
<b>Total Cost (A+B+C)</b>	<b>66683</b>	<b>800196</b>
<b>Annual Total Cost (A+B+C) in words</b>	<b>Eight Lakhs One Hundred and Ninety Six Rupees Only</b>	





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### ANNEXURE – B

Following are the documents that must be produced/submitted (where applicable) on the day of joining.

- Original offer letter duly signed.
- Appointment letter and latest salary increment letter of your previous employment.
- Experience Certificates and Relieving Letter from the previous employers.
- Recent salary slip issued by your current employer.
- Education Certificates.
- Aadhar card, PAN and Copy of passport (front and back).
- Passport size photographs (5 No's).
- Form 16 issued by your current employer

Note: Your Appointment is liable to be terminated in the event of non-submission of any of the documents mentioned above.



[Submit & Print](#)

### **APPOINTMENT LETTER**

January 21, 2022

Dear Garkapati Vijay,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

#### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

#### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

#### **3. Other Benefits:**

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.

- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](http://mywipro.wipro.com)

#### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. 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 from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

#### 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

#### 7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

#### 8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

#### 9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Company reserves its right to initiate appropriate action as per applicable policy and not enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

**Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

#### 10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

#### 11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

#### 12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on



**ANNEXURE I****DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

**Noted below are a few examples of conflict of interest:**

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

**Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polycycleclearinghouse@wipro.com](mailto:polycycleclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to-know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [polycycleclearinghouse@wipro.com](mailto:polycycleclearinghouse@wipro.com).

**ANNEXURE II****PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I Maduri Sridhar, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ("Wipro") for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my

employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

### ANNEXURE III

#### SALARY OFFER SHEET

**Name: Maduri Sridhar**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
<b>Total Fixed Cash</b>	<b>24,688</b>
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
<b>Total Fixed Compensation</b>	<b>27,108</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	1,459
<b>Target Cost to Company per month</b>	<b>29,167</b>
<b>Total Cost to Company per annum</b>	<b>3,50,004</b>

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

### ANNEXURE – IV

#### Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
  - a. you being "active" in the services of the company through to retention date as applicable
  - b. your employment has not been terminated for poor performance or for cause prior to retention date
  - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

#### **ANNEXURE – V**

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

#### **ANNEXURE – VI**

##### **Variable Pay - A BRIEF OVERVIEW**

##### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

#### **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

##### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

##### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

##### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be

are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. **Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. **Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. **Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. **Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. **New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

**Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

**Travel, Accommodation, Food & Other Miscellaneous Expenses**

**Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

**Accommodation, Food & other Miscellaneous Expenses**

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

**Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.**

**SUMMARY SOCIAL SECURITY & OTHER BENEFITS\***

**Medical**

1. **Medical Assistance Program (MAS)\*\*:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.



Date: October 14, 2021

Ref: LTI/HR/EN7/Campus/2022

Name: Manvith Reddy Ponnala

College: Chaitanya Bharathi Institute of Technology

### LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Manvith Reddy Ponnala,

**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 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.40000** as per the details mentioned in '**Annexure-1**'.
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 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. You shall be required to accept the offer on the portal site as well.
4. 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-2**'. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in '**Annexure-3**'.
6. **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/medical background 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.

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.intinfotech.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 CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. 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.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. 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-4**'.
12. 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 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 will be used to allocate you on various projects and the results would also impact your date of joining.

If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



---

Nikhil Govekar  
Director - Campus  
Recruitment, Learning  
& OD

I have read the letter and accept the same.

---

Signature and Date

ANNEXURE-1

Name : Manvith Reddy Ponnala		Date : October 14, 2021
Grade : GA1		
COMPONENTS		Rs. (P. M.)
Stipend		40000

Medical Insurance Premium

The Group Medclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.



## ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. <b>No Year drop allowed.</b>
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA  NOTE: <ul style="list-style-type: none"> <li>• SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered.</li> <li>• For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only.</li> <li>• For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.</li> </ul>
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> <li>• For the interview process, an aggregate of 60% &amp; above <u>till the results of the last conducted examination</u> will be considered</li> <li>• Aggregate of 60% &amp; above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results</li> <li>• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)</li> <li>• Conversion from CGPA into Percentage must be calculated as per your respective University norms</li> <li>• Provisional/Passing Certificate(of all courses) must state <b>First class</b></li> </ul>
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> <li>• <b>No active/live backlogs allowed at the time of the interview process</b></li> <li>• All backlogs (if any) must be cleared <u>with the final semester exams</u></li> <li>• 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)</li> </ul> <ul style="list-style-type: none"> <li>• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University.</li> <li>• This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism.</li> <li>• Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.</li> </ul>
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE 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 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 tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

**Candidate Signature:** \_\_\_\_\_

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

**Institute Name:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

### **ANNEXURE-3**

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**

- 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.



**Medical Insurance Premium:**

The Group Medclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

**Notes:**

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) 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. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

\*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal. The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- 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.

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July 04, 2022

**Mohammed Mumtaz Ahmed Ali**  
1-4-716/A, Bholakpur  
Musheerabad  
Hyderabad- 500020  
Telangana  
India

Dear **Mohammed Mumtaz Ahmed Ali**,

**Sub: Appointment letter for the post of Graduate Engineer Trainee**

We refer to your application for employment and the subsequent interviews you had with us. We are pleased to appoint you as Graduate Engineer Trainee at our facility located in Hyderabad. This appointment will take effect from the date you report to duty, which shall not be later than July 04, 2022. Your failure to report/join by the said date without obtaining prior consent shall automatically cancel this appointment.

**1. Salary and Perquisites**

You will receive a salary of Rs. 594500/- (Five Lakhs Ninety Four Thousand Five Hundred Rupees) per annum as per Annexure I.

Professional tax will be deducted as per work location State Rules. Income tax will be deducted as per Income tax Act 1961. Any other statutory deductions will be deducted from your salary as and when applicable.

Notwithstanding the pay scales given above, annual increments will be based upon and granted on your satisfactory and diligent discharge of duties. Annual increments may be withheld at the discretion of the management in case your work / conduct is not found up to the required standards prescribed by the company.

**2. Duties and responsibilities**

You will work within the framework of organizational structure, policies and directions as may be given to you by management from time to time.

[Contd...2]

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: 2:

### **3. Terms and Conditions**

1. The company holds the right to conduct the medical test for Drugs/Psychiatrist/Other health checkups with Doctor or Registered Medical Practitioner authorized by the company at any time during the course of employment on a need basis or on suspension. Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The decision of the doctor in this behalf shall be final and binding upon you.
2. Leave benefits are subject to the rules and regulations of the company and you will be entitled to National & Festival Holidays as per the provisions of the N&FH Act.
3. Your appointment is terminable by either the company or yourself by giving three months' notice or payment of three months' last drawn Basic Salary in lieu thereof, without assigning any reason on either side. The company can however at its discretion waive off the notice period, if you are desirous of leaving the services of the company.
4. The Management, however, reserves the right to ask you to serve during the notice period instead of accepting the salary in lieu of the notice period.
5. You will be governed and will abide by the standing orders / rules and regulations and / or any such other orders of the company which may be framed from time to time.
6. You will be governed and will abide by the company employee policy & procedure manual-India which is currently in force, and which may be altered or amended from time to time.
7. During the period of employment with the establishment, you shall not carry on any business of your own, but carry out your duty diligently, loyally and to the best of your capacity. Any breach of this condition will be viewed as per the policies and procedures of the company.
8. You should perform all the duties that are attached to your post and also any work that may be assigned by your superiors at their discretion from time to time. You should work faithfully and diligently to the best of your ability and safeguard the interest of the company. It shall be open to the management to post you in any other place where the interest of the company is involved and you should accept transfer to any place, in our organization.

[Contd...3

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: 3:

9. You will work in any shift of work including night shifts as and when required and / or notified by the management. Not attending to work in the scheduled shift hours without reasonable cause will be viewed as per the policies and procedures of the company.
10. You will be responsible for all the property of the company like, tools, equipment, instruments, raw materials, books, drawings and other similar items, directly entrusted to your care and custody or which has come into your possession by nature of or / and during the course of your work. You are responsible to maintain them in good, clean and working condition and hand them over in the same condition while you leave the service of the company or when so directed by the management.
11. You will receive all the letters, notices etc., sought to be delivered to you personally by the management from time to time. In case of refusal to receive such notices, letters or circulars, etc. a copy of the same will be sent by registered post to your last known address recorded with company and this will be deemed as sufficient service. Refusal to accept letters / notices / circulars, will also be treated as an act of misconduct and will be dealt with according to the standing orders / rules and regulations of the company.
12. You should furnish your correct residential address to the management while in employment. Any change in the address should be intimated forthwith. Even when you are on leave, you should not leave the station without intimating the management and also give the correct address at which the management can get in touch with you in case of need.
13. You will keep us informed in writing of any change of your civil status. Failure to do so will also be deemed as an act of misconduct.
14. You shall not at any time disclose to anyone any particulars, know-how, procedures, or any other organizational information whether confidential, secret or otherwise, which you may get acquainted while in employment.
15. In case you get elected to any public positions (such as MLA, MLC, MP Etc.) whether for profit or not, at the village / taluk / district, state or national level, you will resign from this job, without any conditions.
16. You shall also not actively associate with any political parties and / or actively canvas / support any person belonging to any political party seeking office in public / government bodies.

[Contd...4]



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: 4:

17. You should not indulge in any act of commission or omission, which is likely to endanger the reputation of the company or affect prejudicially the interest of the company. You should on no account place yourself in a position where directly or indirectly your interest's conflict with that of the company. Your services can be terminated, without any notice or compensation and without assigning any reason for loss of confidence, or for any act including dishonesty, misappropriation of company's money, property, fraud, or any subversive act which in the opinion of the management is seriously detrimental / prejudicial to the interest/philosophy of the organization and warrants your termination forthwith.
18. During the period of your services with the company you are liable to be transferred from one place to another, one job to another, one department to another and one unit to another, now existing or to be started hereafter, wherever located in the country, as the exigencies of the work demand or for the efficient working of the enterprise. You will receive and accept any such orders of transfer without any condition. On your refusal to receive and obey such transfer orders, you will not be entitled to receive wages from the day you are supposed to work at the transferred place, and you will also be liable for disciplinary action.
19. You shall retire when you attain the age of 60 years as per the service rules of the company.
20. The company at any time due to shortage of power, non-availability of materials, breakdown of machinery or such other reasons beyond its control, may close down a section, department or a portion of work temporarily. During such temporary closure you will not receive any compensation.
21. If for a period of three consecutive days, you absent yourself without permission or overstay leave, you shall be deemed to have voluntarily retired from the services within the meaning of section 2(oo) (bb) of the Industries Disputes Act, 1947.
22. In case of your termination or resignation, you should hand over charge to any official designated in this behalf and obtain a clearance certificate and your accounts can be settled only on production of such a certificate.
23. Salary increments / promotions will be given at the discretion of the management depending upon your performance, attendance and behavior.

[Contd...5]

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: 5:

#### **4. Appointment in good faith**

This letter of appointment is being issued to you on the understanding that you have furnished all the required / relevant information and that all such information furnished by you both at the time of interview as well as in your application form are complete and correct.

1. If, however, as a part of joining formalities, the Company may, at its discretion, conduct background checks to validate the details of education as well as previous employment details furnished by you. If the management comes to know you have withheld certain information or that information provided by you are false and / or not correct or incomplete, the Management reserves the right to discharge your services forthwith and without enquiry, without notice and / or without payment of any money or compensation.
2. If you agree to the above terms and conditions, you may sign the duplicate copy of this letter on each page in token of acceptance of the terms and conditions contained herein and return it to the company.

We welcome you to roles of Collins Aerospace and look forward to a mutually beneficial association. We look forward to your active participation and contribution to the growth of the organization.

Sincerely,

A handwritten signature in blue ink that reads "Sanjukta Sarkar". The signature is written in a cursive style and is underlined with a blue horizontal line.

**Sanjukta Sarkar**  
**Country Head – Human Resources**

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<b>COMPENSATION &amp; BENEFITS</b>			
<b>(Strictly Confidential)</b>			
<b>NAME</b>	Mohammed Mumtaz Ahmed Ali		
<b>LEVEL</b>	P1		
<b>DESIGNATION</b>	Graduate Engineer Trainee		
<b>COMPENSATION &amp; BENEFITS - DETAILS</b>			
			<b>RUPEES PER ANNUM</b>
<b>A</b>	<b>Basic Salary</b>		<b>237800</b>
<b>B</b>	<b>Flexible Benefits Plan &amp; Special Allowance</b>		<b>316726</b>
<b>C</b>	<b>Statutory Benefits</b>		<b>39974</b>
	Provident Fund (PF) - <b>Employer Contribution</b>		<b>28536</b>
	Gratuity		<b>11438</b>
<b>D</b>	<b>Cost To Company (CTC)</b>	<b>A+B+C</b>	<b>594500</b>
<b>E</b>	<b>Incentive Pay Plan</b> (Notional Value) i.e. <b>(5.5% (A+B) *100%)</b>		<b>30499</b>
<b>F</b>	<b>Total Cost to Company (TCTC)</b>	<b>D+E</b>	<b>624999</b>
<b>NOTE</b>			
*	Note: Flexible Benefit Plan (FBP) and Special Allowance will change based on your options selected for FBP. The FBP offers you the flexibility to design a part of your compensation within defined framework of a basket of allowance. If the employee fails to choose any of the above-mentioned components, then Flexible benefits will be taxable as per Income tax Standards.		
*	Valid Reimbursements shall be drawn as per Company rules subject to submission of receipts, any tax liability arising out of the payments/reimbursements now or in the future due to changes in income tax provision shall be borne by you.		
*	LTA Payable on monthly basis, LTA will be taxed to the extent of bills not produced during the Financial Year.		
*	You are eligible to participate in our non-encashable comprehensive benefit plans including Group Medclaim, Personal Accident Insurance and Term Life Insurance. Group Term Life Insurance – Sum assured - 2 times of annual gross salary (Basic + FBP) subject to minimum and maximum limits. Group Health Insurance – Up to INR 5 lakhs coverage for self, immediate family & dependent parents. Group Personal Accident Insurance – Sum assured of 10 times of annual gross salary (Basic + FBP).		
*	Provident Fund and Gratuity will be as per the Statutory Compliances		

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*	You are eligible to participate in the Incentive Pay Plan (IPP) with a target payout of % of your actual (Basic Salary, HRA, LTA, Medical Allowance, Special Allowance & Flexible Benefit Plan (FBP) earnings. The actual award can range from 0% to 100% of your target incentive. Your IPP payout will be based on your performance on the Job and the Company's performance on plan goals (Earning per share, sales, working capital as a percentage of sales and the achievement of key business goals). IPP targets are determined as per the governing rules of Rockwell Collins. Employees hired on or before " <b>31st Dec</b> " would be eligible for Merit Increase. Employees hired on or after " <b>Sep 30<sup>th</sup></b> " will not be eligible for IPP.
a)	Your Compensation & Benefits details are strictly confidential. Sharing information to others or seeking information from others is prohibited. Any violations will be viewed seriously by the Company
b)	The Cost To Company (CTC) is reflective of your Current Compensation in HRIS
c)	All the other terms & conditions of your Appointment Letter will be applicable in addition to the above
d)	Questions, if any, may be directed to the local HR team

A handwritten signature in blue ink that reads "Sanjukta Sarkar". The signature is written in a cursive style and is underlined with a horizontal line.

**Sanjukta Sarkar**  
**Country Head – Human Resources**



22 July, 2022

**Private & Confidential**

Praveenkumar Aadimalla  
1-66 Main Bazaar, Penpahad Mandalam,  
Potlapahad Village, Annaram,  
Nalgonda-508213

Dear Praveenkumar,

Further to your recent interview, we are delighted to offer you the position of Trainee Engineer, at our office in Bangalore on a gross compensation of Rs. 600,000.00 as detailed under Clause 4 of the employment contract attached hereto.

The commencement and continuation of your employment is subject to:

- Signing and returning one copy of the Contract of Employment with the completed offer documents to [indiahr@oneadvanced.com](mailto:indiahr@oneadvanced.com) within 7 days of receiving the offer.
- Providing a copy of your ID and address proof
- Your employment is contingent on the appropriate successful results of a background checks that will include employment, education, address, criminal and/or any other check that may be included at the discretion of the management.

The continuation of your employment as above shall be subject to satisfactory background verification report. This letter, together with the enclosed contract, constitutes the terms and conditions of employment with the Company.

We look forward to welcoming you to the Company and wish you a rewarding career over the years to come.

for Advanced Business & Healthcare Solutions India Private Limited,

A handwritten signature in black ink, appearing to read 'Yeshwin', is written over a light blue circular stamp.

Yeshwin Sampathkumar  
Innovation and People Operations Manager

ADVANCED BUSINESS & HEALTHCARE SOLUTIONS INDIA PRIVATE LIMITED

Regd Office: Fortune Summit 2nd floor 'A' Wing # 244, HSR Layout, 6th Sector, Hosur Main Road, Bangalore 560 068

CIN: U72900KA2001PTC028589

url:[www.oneadvanced.com](http://www.oneadvanced.com)



## **Employment Contract**

This contract sets out the terms and conditions of your employment with Advanced (“the Company”) and constitutes your employment agreement with the Company.

### **1. Joining Date**

Your scheduled date of employment with us will commence on 25 July, 2022

### **2. Job title**

You will be employed by the Company as Trainee Engineer.

You will report to Practice Manager or any Manager as designated from time to time.

You may be transferred or assigned to any of the offices of the company including its clients or of its subsidiary/ associated companies that exist now or may be setup later.

### **3. Working Hours**

The office working hours are 9.30 am to 6.00 pm Monday to Friday with one hour for lunch or such other timings as may be advised by the Company. However, you are expected to cooperate with the company whenever there is a business exigency.

### **4. Compensation and Benefits**

#### **Salary**

Your annual base salary will be Rs. 511,800.00 gross per annum, subject to applicable taxes.

#### **Bonus**

You will participate in the variable bonus scheme of the company subject to the Bonus Rules and Guidelines as applicable for the financial year and available in the Advanced Hub. Your bonus amount will be 8% of your annual salary excluding special allowance. If you have joined after the start of the fiscal year, this amount will be pro-rated for the first year.

Joiners in Q4(1st December to 28th/29th February) will not be eligible for Bonus in the year of joining. This is a discretionary scheme and the company reserves the right to amend or withdraw any part of this plan with appropriate notice. Bonus rules and guidelines are in place and these will be detailed to you upon joining.

### Deferred Incentive Plan

You may participate in the deferred incentive plan (DIP) as stated in of Annexure 2, subject to the DIP rules and guidelines. You will be entitled to 5% of your annual salary excluding special allowance. The amount accumulated is available for redemption only after the completion of the 12 months' plan.

### Provident Fund and Gratuity

1. You will participate in the Provident Fund Scheme from your joining date.
2. Benefits of gratuity shall be as per law.

### Medical Insurance

You are eligible to participate in the company's group term medical insurance policy covering you and your family (limited to 6 members) up to a limit of Rs.5 Lakhs on a floater basis.

### Group Term Policy

You are covered under the company's Group Term policy for a life insurance of twice your annual base salary subject to limits of insurers

**Your compensation package is made up of the following:**

Salary	Month	Year
Basic salary	26,000	312,000
House rent allowance	13,000	156,000
Other allowances	3,650	43,800
<b>Total</b>	<b>42,650</b>	<b>511,800</b>
Employer's PF Contribution subject to eligibility & conditions	1,800	21,600
Variable Bonus (8% of your base salary)		41,000
Deferred Incentive Plan (DIP)-Payable as per DIP policy		25,600
<b>Gross Compensation</b>	<b>44,450</b>	<b>600,000</b>

Any contribution that the Company is mandated in future by law to any of the applicable statutory schemes shall always be deemed to be part of the base salary with consequent changes in the salary components.

## 5. Leave

The company's holiday year runs from 1st January to 31st December.

You are eligible for earned leave of 20 days in a year. This leave will be credited for the year to you on a proportionate basis at the rate of 1.66 days for each month from the date of joining till 31st December. In addition, you may be permitted leave for days you are unable to attend to your duties due to health reasons, up to a limit of 7 days, subject to the rules of the company.

A similar pro rata adjustment in the year the employment contract is determined for whatever reasons shall be made at the rate of 1.66 days for each month of service for the period between last day of employment and 31st December of that year. Any leave taken in excess of an Employee's entitlement will be deducted from the final salary payment.

Prior approval is required for leave longer than two weeks at any one time. Should the needs of any particular project or the overall staffing needs of the Company on all projects require that the Company cancel any leave approved, the Company may do so provided the Company compensates the Employee for any financial loss incurred.

## 6. Employee Undertaking

You agree that during your employment you will carry out such duties as may be required by the Company from time to time and comply with all reasonable instructions and regulations relating to the Company or to any Group Company (or by anyone authorised by it). You will also (during your working hours) devote the whole of your time, attention and ability to your duties, work diligently and promote the interests of the Company.

You shall not either solely or jointly or as director, manager or agent actively carry on or be engaged, concerned or interested in any other trade, business or employment. This shall not prevent the Employee from holding shares, up to 5%, in any publicly quoted company or up to 5% of debentures or other securities by way of genuine investment.

You shall in all respects conform to Rules, written or followed generally, as currently in force for the proper conduct of the Employee during the course of employment. Where there is any conflict, this agreement shall prevail over any such Rules



## 7. Employee's Declaration:

Employee declares:

1. You will ensure the security of confidential information coming to your knowledge in the course of employment, and shall disseminate the same only as allowed in this agreement
2. You will abide by the company policies and procedures, in particular, relating to the use of company resources – tangible or not, including third party resources in the possession of the company
3. Information provided by you to the company with respect to yourself on identity, address, education, past employment, experience, remuneration and any other that the company has relied on to make this offer of employment to the employee are true and correct
4. You have not been convicted of any criminal offence including SHA nor is a party to any pending proceeding
5. You are not adjudged an insolvent nor any proceeding is pending
6. You have been honorably relieved by your immediate past employer and all others before and accords to the company your free consent to seek proof of your credentials from any or all of your past employers

And Employee accepts that if any of the above declaration is found to be untrue, the same shall constitute 'gross misconduct' and consequences as per clause 14 (v) shall visit the employee.

## 8. Sickness and Sick Pay

Without prejudice to the Company's right to terminate employment at any time by giving the relevant notice, leave entitlement commences after the completion of the first month of employment.

An Employee is entitled to receive full salary during any period in which he is incapacitated and absent from work owing to illness or injury to a maximum of 7 days in aggregate in any twelve-month period. Exceptions will be at the sole discretion of the Company. The Employee will in all cases of absence notify the Company by 10.00am, on the first morning, of the reason for the absence and its anticipated duration.

If the Employee is away sick for three or more consecutive working days, then a medical certificate must be produced to the Company. Thereafter, medical certificates should be submitted regularly to cover the full period of absence. On each occasion a medical certificate expires and the Employee does not anticipate that he will be returning to work, he will notify the Company by 10.00am on the first morning following the expiry of the medical certificate.

The Company reserves the right to require the Employee to attend a medical examination by a doctor/specialist nominated by the Company. Any expenses in this respect will be borne by the Company.

## 9. Absence

Employee shall inform the employer of all absences in the manner as above stated. Employee shall be deemed to have abandoned employment when he remains absent for more than a week (7 calendar days) without any intimation to the employer. The employer in all such cases shall inform the employee at his address, as available in the company records of the company, consequent termination of employment and shall further reserve the issue of formal relieving letter.

## 10. Deductions

The Company may deduct from the Employee's salary and un-reimbursed expenses, any amount due to the Company by the Employee.

## 11. Health and Safety

The Employee shall take all reasonable steps to safeguard his own health and safety and that of any other person who may be affected by his actions at work.

The Company is a non-smoking organization and the Employee may not smoke in any of the Company's premises.

## 12. Company Benefits

All company provided benefits that are not specifically stated in this Agreement are discretionary and may be withdrawn at any time, with one-month notice.

## 13. Grievance Procedure

If the Employee is dissatisfied with any disciplinary decision or has a grievance about their employment, the employee may escalate the matter in accordance with the procedure set up by the company. This includes all such acts, instances and incidences as are stated in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, (SHA in short) read with its Rules.

Charge or guilt as per the Act, proved to the Internal Committee, established in this respect by the company, as grave in nature, shall be deemed a Gross Misconduct. This entails the consequence of Clause 15 below without, in any case, prejudicing any penal action as per the SHA read with the Indian Penal Code. The Internal Committee shall afford a fair hearing to both the defendant and the complainant in the proceedings under SHA.

## 14. Disciplinary Procedure

1. The Company expects and will enforce reasonable standards of conduct and performance from its employees to ensure the maintenance of safe and effective operation of the business and fair treatment of individual employees. Depending on the frequency or seriousness of the misconduct, the Company may, at its discretion, begin the disciplinary procedure at any stage.
2. In cases of gross misconduct and gross incompetence the Company reserves the right to dismiss the Employee summarily. Pending a disciplinary matter being investigated the Company may suspend the Employee.
3. Minor breaches of Company discipline, misconduct, failure to meet performance standards, poor time keeping, etc., will result in a verbal warning given by the immediate manager or the HR Representative. A note of this warning will be kept on the employee personnel file and will be confirmed in writing.
4. It is expected that in most cases a verbal warning will quickly resolve most difficulties. Where there is a more serious case of misconduct or the Employee fails to improve and maintain that improvement with regard to conduct or job performance, a formal warning will be issued by the HR Department.
5. Summary Dismissals

In rare circumstances the Employee will be summarily dismissed if it is established, after investigation and hearing the Employee's version of the matter, that there has been an act of gross misconduct, major breach of duty or conduct that brings the Company into disrepute. In particular, this includes (but is not limited to):

1. Wilful disregard of a reasonable instruction
2. Insubordination
3. Serious breach of safety rules potentially involving loss of or injury to life of the employee or others
4. Theft or other misappropriation
5. Fraud or dishonesty
6. Being under the influence of alcohol or drugs during working hours
7. Flagrant failure to follow Company documentary procedures and regulations
8. Breach of duty regarding non-disclosure of confidential information, including salary details.
9. Deliberate damage to Company property or that of other employees
10. Disorderly or indecent conduct, fighting on Company premises or threatening physical violence
11. Acts of incitement or actual acts of discrimination on the grounds of gender, race, religion, region, colour, language or ethnic origin

In cases of summary dismissals all Employee benefits will cease immediately. The Employee may be suspended with pay-out of subsistence allowance in accordance with law, whilst the circumstances of any complaint are investigated.



The Employee may appeal to the Chief Executive Officer of the company in writing against any dismissal or suspension decision taken against him within three days of that action being taken provided the impugned decision is not with respect to SHA (as per clause 14 above).

## 15. Termination of Employment

The period of written notice required from you to the Company and from the Company to you, to terminate your employment shall be 3 months.

The Company may summarily terminate the Employee's employment without any prior notice so that the Employee shall have no claim for damages or otherwise against the Company in respect of such termination (but without the prejudice to any other remedy which the Company may have against the Employee) if the Employee shall:

1. become bankrupt, compound generally with his creditors or apply for an interim order under Indian laws governing bankruptcy; or
2. become a patient for the purposes of any statute relating to mental health; or
3. be convicted of any criminal offence (other than an offence under Road Traffic Legislation in India or elsewhere for which penalty other than imprisonment is imposed); or
4. commit any act of dishonesty; or
5. be guilty of any serious misconduct relating to or otherwise affecting the discharge of his duties; or
6. be guilty of any serious neglect in the discharge of his duties or not meet the required performance standards for the role or commit any willful or persistent breach of any of the provisions of this Agreement (other than by reason of his incapacity).
7. abandons employment as stated in clause 10 above

The Company may at its absolute discretion require the Employee not to attend work and/or not to undertake all or any of his duties hereunder during the unexpired period of the term of this Agreement (including for the avoidance of doubt, any notice period) provided that the Company shall continue to pay the Employee's salary and contractual benefit.

The Company at its discretion reserves the right to amend or withdraw any part of the clause so the Employee shall have no claim for the salary. If such a change is made, Employee will be notified within a reasonable timeframe.

On the termination of employment for whatever reason the employee must immediately surrender to the Company in accordance with its instructions all Company hardware, software, mobile phones, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to the Company or its Associated Companies or relating to their business affairs or dealings which are in the possession or under the control of the employee.

## **16. Intellectual Property**

The Employee during the entire tenure of employment shall accrue no rights to the whole or part of any intellectual property rights created or acquired by the company either explicitly or implicitly through project life cycle. All such intellectual property rights shall be the absolute and sole property of Company.

Employee in accepting this employment by affixing his signature on the contract of employment or upon joining employment, whichever is earlier, declares that he shall have no claim, right, concern, privilege or interest of whatever nature, pecuniary or otherwise, in the intellectual property right stated as above during or after his employment with the company.

## **17. Restrictive Covenants**

The Employee shall not undertake any other paid or unpaid engagements whilst in the employment of the company except those of a charitable nature during his personal time beyond office hours.

## **18. Indemnity and Refund**

The Employee indemnifies the Company and keep it indemnified at all times, against all claims arising from accidents or incidents involving the Employee operating their personal motor vehicle, whether on Company or personal business. The Company strongly advises the Employee to contact their motor vehicle insurance provider for further advice about operating personal vehicles whilst on Company business.

The Employee undertakes to refund to the Company, without demur, all the costs of training provided by the Company during employment, including any formal / external training, on the termination of this contract of employment, whether by the Employee or the Company (for gross misconduct) within 12 months from the date of completion of the training stated hereinbefore subject to any specific policy / practice prevailing at that relevant time.



## 19. Confidential Information, Non-Compete and Non-Disclosure

The effective date of this agreement is the date of acceptance by the employee of when the employment offer is made by company, or the date at which confidential information was shared with the employee, whichever came first.

Confidential information for the purpose of this agreement is:

*“All information including names of customers, prospects, project with customers and its value, processes relating to but not limited to, execution of projects, their management, software and other resources including people and technology, used or to be used in current or future projects and salary details of the employee.”*

Employee shall use the Confidential Information only for the purpose of discharging the duties and responsibilities as entrusted to the employee during the course of employment with the company.

Employee's duty to protect Confidential Information expires 5 years from the date of its receipt from the company.

Employee shall protect the Confidential Information by using reasonable degree of care to prevent:

1. any use not authorized herein;
2. dissemination to any employee of the company without a need to know such Confidential Information to further the purpose described herein; and
3. communication to any third party or publication of the Confidential Information.

Employees of the company having a need to know are allowed to receive the Confidential Information provided they are bound by a non-disclosure agreement with the company no less restrictive than this agreement.

This clause imposes no obligation upon the Employee with respect to Confidential Information received hereunder which:

1. was already known to the Employee without a duty of confidentiality;
2. is or becomes publicly available;
3. is rightfully received by the Employee from a non-related party that does not have a non-disclosure agreement with the company.

Any information in any form disclosed under this agreement is so done “AS IS”.

## 20. Obligations After Employment

The Employee shall not directly or indirectly for the six months after the termination date, whether on his own account or as a director, employee, partner, consultant or otherwise, be engaged in any project with the existing clients of the Company, which is or shall be wholly or partly in competition with any of the projects that the Company is currently executing at the date of his employment and in which the Employee has been directly concerned or involved to any material extent.

Where the employment is determined at any time after 12 months from the date of employment, the obligation shall apply only to the projects in which the Employee was materially involved during the 12 months preceding the termination date or in relation to which the Employee at the termination date possesses Confidential Information.

At any time after the termination date, the Employee shall not directly or indirectly, whether on the Employee's own behalf or on behalf of another person induce or seek to induce by any means involving the disclosure or use of Confidential Information, any customer or supplier to cease dealing with the company or to restrict or vary the terms upon which it deals with the company; be held out or represented by the Employee or any other person, as being in any way connected with or interested in the company or disclose to any person, or make use of, any Confidential Information that causes material damage to the company.

The term "Company" includes its holding and subsidiary companies.

## 21. Return of Company Property

On the termination of your employment, you shall hand over to the Company all correspondence, documents, lists, disks and other papers (or other means of storing or recording information) and all other property belonging to the Company which may be in your possession or under your control, and you shall not without the written consent of the Company take any copies thereof.

## 22. Other Matters

1. Any delay or forbearance by the Company in exercising any right under this Agreement shall not constitute a waiver of such right.
2. The Company agrees to reimburse any travel or other expenses reasonably incurred by the Employee in carrying out the Company's business in accordance with its current business plan and procedures, provided that the Employee produces evidence of such expenditure to the Company.
3. The Employee agrees to notify the Company immediately of any gifts or hospitality that may be offered to the Employee by the Company's customers.
4. If this employment is terminated by either party and the Employee is offered re-employment by the Company or any other group company on terms which in all material respects are no less favourable than the terms of this employment, he shall have no claim against the Company in respect of such termination.
5. The Employee agrees that the Company may hold on computer all data, coming within its knowledge, about him.
6. If any provision of this employment agreement is held to be invalid, illegal or unenforceable the remainder of this agreement shall nevertheless remain in full force and effect in other circumstances.
7. This agreement cancels and is in substitution of all previous letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and the Employee, all of which shall be deemed to have been terminated by mutual consent.
8. The Company reserves the right to vary the terms and conditions of employment, subject to notification in writing.
9. Where the Employee has received a subsequent letter or revised offer after this agreement indicating different terms and conditions to the above, the letter is part of the agreement and in the event of a conflict the terms of the latest letter / offer shall prevail.
10. This Agreement shall be governed by and construed under the laws of India, without reference to conflicts of laws principles. With respect to any disputes arising out of this Agreement, each party consents to the personal and exclusive jurisdiction and venue of the India courts.

I confirm the above terms and conditions are an integral part of the employment offer of even date accepted unequivocally by me and have affixed my signature below in token thereof.





## Deferred Incentive Plan (DIP) - Annexure 2

### Introduction

As stated in your contract of employment, you will be part of Deferred Incentive Plan (DIP), subject to the DIP rules and guidelines.

**Definition-** Deferred Incentive plan is a plan in which a certain part of your CTC (as stated in your employment contract) accrues for a period of 12 months. The accrued amount will be paid out only after completion of 12 months of continuous service from the start date of the plan.

### Eligibility

- The plan encompasses all eligible employees who are employed by Advanced India on or after October 1st, 2021.

### How does it work?

Effective 1st of October 2021, all the employees of Advanced Business and Healthcare Solutions India Pvt Ltd will be enrolled to DIP. After successful completion of 12 months of continuous service from the start date of the plan, employee will be paid out the accrued amount.

The amount paid out in this plan is taxable. This plan is subject to change as per the business requirements.

New employees joining during the course of the year will be enrolled into the plan from the date of joining and will be eligible for prorated payment as per their joining date.

### An Example:

Accrual from October 2021 to September 2022 will be due for payment on October 1st, 2022.

The table below illustrates the accrual and pay out:

2021-2022	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Accrual	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	12000
Payout	1st October 2022												
Amount	12000												



## **Payment**

All payments will be made through the official payroll and be subject to normal deductions.

## **Rules and Guidelines**

- The % of salary to be used to calculate the DIP credit amount will be from the start date.
- The company will pro-rate the DIP for complete months worked if you have joined the company during the year, or from the expiry of any current DIP arrangements
- If there are disciplinary or formal performance processes or sanctions during the DIP plan year, we will review any payment on an individual basis and reserve the right to withhold the payment
- The Company reserves the right to amend or withdraw any part of this plan. If such a change is made, employees will be notified within a reasonable timeframe.
- Employees who do not survive maturity as a result of long term illness or death will have their accrued benefits paid to their nominated beneficiaries, after deduction of appropriate local taxes but at the discretion of the Board of Directors of the company.
- The decision of the Board on all matters of the plan shall be final and no employee shall claim as a right any amount under the plan as a precedent either for himself or others.
- Decision of the management board of Advanced-India shall be final and binding as resolution in case of any conflicts arising from the participation in this plan.



**11-Apr-2022**

**Dear Pakala Sai Prasanna,**  
B.Tech, Information Technology  
Chaitanya Bharathi Institute of Technology

**Candidate ID – 19715854**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

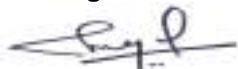
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Pakala Sai Prasanna, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**Pakala Sai Prasanna**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:

Date: