

**Refinitiv India Shared Services Private Limited**  
(Formerly known as F&R India Operations and Shared Services Private Limited)  
Registered Office: One World Center, 12th Floor  
Tower 1, 841 Senapati Bapat Marg,  
Mumbai 400 013, Maharashtra, India  
Phone: +91 22 6180 7001  
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CIN: U72200MH2018FTC309675



**February 25, 2021**

**Vijetha Vitala Prabhu**  
**43-2, Nadibettu Mane Bailur, Karkala, Udupi - 574102**

Dear Vijetha,

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

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with **Refinitiv India Shared Services Private Limited**, (now a part of LSEG, London Stock Exchange Group).

This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

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 a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,

**Rakesh Kumar**  
**Senior Manager – People Function**

**Encl**

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary

## Summary of Key Terms

THIS AGREEMENT is made on **February 25, 2021**

BETWEEN

- (1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th Floor Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013, (the "Company"); and
- (2) Vijetha Vitala Prabhu having address 43-2, Nadibettu Mane Bailur, Karkala, Udupi - 574102 (the "Employee")

### 1. Employing Company

#### **Refinitiv India Shared Services Private Limited.**

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

**"Group Company"** means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group (LSEG) or the Company and any firm, company, corporate or other entity or organisation:

- a. that is directly or indirectly controlled by the Company, or
- b. that directly or indirectly controls the Company; or
- c. that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- d. in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

**"Subsidiary and Holding Company"** in relation to a company mean "subsidiary" and "holding company" as defined under the Companies Act, 2013.

### 2. Position and Function

Your role will be **Trainee Content Analyst**, Production.

### 3. Place of Work

No.3, Tower A-1st and 2nd , E-1st Floor, RMZ Infinity, Old Madras Road, Bangalore – 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role.

### 4. Start date

Your employment will commence on **March 15,2021** (the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required.

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date.



## 5. Probation Period

Your employment is subject to a Probationary Period of **6 months** or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party **30 days** written notice.

## 6. Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift & Extra Hour Policy for more details.

## 7. Salary

Your Total Fixed Pay (TFP) will be **₹. 255,000.00** per annum and is inclusive of your Basic salary of ₹. 181,200.00 per year, Employer's contribution towards Provident Fund of ₹. 21,744.00 per year, Flexi Benefit Plan of ₹. 52,056.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

## 8. Discretionary Bonus

The Employee will be eligible to participate in the Bonus/ Annual Incentive Plan (AIP) subject to its terms and conditions. The terms and conditions of the Bonus/AIP and the payments made thereunder may be varied from time to time by the Company in its absolute discretion. Your annual incentive compensation target for this plan will be **6%** of your Salary.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

## 9. Annual leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

## 10. Retirement Age

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

**11. Benefits**

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

**12. Notice Period**

Either you or the Company may terminate your employment by giving the other party at least **60 days'** written notice or such lesser period of notice which applies during your Probationary Period.

**13. 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 and its Group Companies 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, trade secrets and any stricter policy which applies to your role.

**14. Data Privacy**

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 and its Group Companies 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, trade secrets and any stricter policy which applies to your role.

**15. Post-Termination Restrictions**

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

**16. Training**

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti-Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

## DETAILED TERMS AND CONDITIONS

### 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 your "Agreement". By signing the Agreement, you confirm that you have read, understood and agree to the terms set out in the Agreement.

### 2. PRE-EMPLOYMENT AND ONGOING CONDITIONS

2.1 Your employment is conditional upon the completion of certain requirements and on-going conditions to the Company's satisfaction (the "Employment Requirements"). These include the following (but we may add to these and/or waive any of them):

- a. that you are contractually free to carry out your employment and will not be in breach of any contract or of any other binding obligation by entering into the Agreement or carrying out your role;
- b. your confirmation that you are not, and have never been, the subject of an investigation by any company or other body or authority into suspected bribery or corruption activity or into suspected criminal activity involving dishonesty (including theft or fraud) or anti-competitive behaviour;
- c. receipt of satisfactory references by us;
- d. providing us with original documents, proving your eligibility to live and work in the country in which you are employed;
- e. where specific background checks are necessary, or applicable to your role, your cooperation in such checks being carried out and the completion of those checks to our satisfaction. By signing the Agreement, you consent to such checks being carried out;
- f. where applicable to your role, and in compliance with local law, the completion of credit checks to our satisfaction;
- g. where Securities and Exchange Board of India ("SEBI") or any other regulatory approval for your employment is required and sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company following consultation with the relevant regulatory body; and (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications;
- h. your holding and continuing to hold all applicable qualifications, approvals, licences and registrations as required by the Company, and producing evidence of these before starting employment;
- i. the Company receiving a electronically signed copy of the Agreement from you; and
- j. if requested, and consistent with local law, your completing a satisfactory medical questionnaire.

2.2 If any of the Employment Requirements are not satisfied before your employment commences, the Company may withdraw its offer and terminate the Agreement without notice. While the completion of the Employment Requirements will normally be carried out before your employment starts, this may not always be possible and the Company may terminate your employment at any time after your start date with the minimum notice period as required under local law if any of the Employment Requirements are unfulfilled, or are not completed to the Company's satisfaction or within a reasonable time period.

2.3 You confirm that the information you have provided in connection with the completion of the Employment Requirements (including at the interview stage) and otherwise in connection with the Agreement is true and accurate both at the time it is given and at the start of your employment.

### 3. PLACE OF WORK

3.1 Your place of work is set out in the Summary of Key Terms.

3.2 The Company may change your normal place of work to any reasonable location as may be required for the proper performance of your role. This may include requiring you to work from home for a temporary or extended period.

3.3 You may be required to travel and work within country and overseas as part of your role and you agree that you are prepared to undertake business travel to any global location, as the Company may at any time require.

3.4 You shall not be required to work outside India for any continuous period of more than one month, without your consent.

### 4. DUTIES

4.1 Your role is set out in the Summary of Key Terms. The Company may at any time reasonably vary your duties and/or reporting line.

4.2 The Company may (acting reasonably) at any time require you to:

- a. perform additional or replacement tasks;
- b. perform tasks for, or be seconded to, any other Group Company;
- c. agree to a transfer of your employment under the Agreement to any Group Company.

4.3 The Company has policies, guidelines and procedures on the performance and conduct that it expects from its employees, including the Code of Business Conduct and Ethics ("Policies"). Unless stated otherwise, these do not form part of the Agreement. These are available on the Company's intranet or from Human Resources. It is important that you read and comply with our Policies. Any failure to comply could result in disciplinary action being taken. The Company reserves the right to amend, replace or withdraw any of the Policies at any time.

4.4 To the extent applicable to your role, as a strict condition of your employment, you will obtain and maintain such qualifications, certification, licences or regulatory approval, as reasonably required by the Company throughout your employment.

4.5 During your employment with the Company you agree that you will:

- a. devote all your working time to your role, and you will carry out your role to the best of your ability and with integrity, due skill and care, and upholding the values of the Company;
- b. use your best efforts to promote and protect the interests of the Company and not do anything to harm those interests;
- c. comply with all reasonable requests given by the Company and promptly provide any explanations and information on your involvement with the business as the Company may reasonably require; and
- d. report to your manager or the Human Resources team any information that may harm the interests of the Company or any actual or proposed unlawful activity or behaviour affecting the Company or any Group Company (as defined in the Summary of Key Terms), whether by you or any other employee, officer, contractor of the Company or any other person, immediately on becoming aware of it.

4.6 In the event that you are unable to perform your duties or that your absence from work for any period of time causes operational difficulties, the Company may appoint another person or persons to perform your role until such time as you are able to resume fully the performance of your duties.

## 5. WORKING TIME

5.1 The Company can vary your working hours at its discretion, including your start and finish times. Any changes to hours will be discussed with you before they are confirmed. As well as your normal working hours, you may be required to work such additional hours as are necessary for the proper performance of your role. You may receive additional pay or time off for additional hours worked as set out in Company's Special Shift Policy in force at the relevant time.

## 6. SALARY AND ALLOWANCES

6.1 The Company will pay you the Salary as specified in the Summary of Key Terms or at such other rate as may subsequently be agreed between you and the Company.

6.2 Your salary will be reviewed annually, and the Company is under no obligation to increase your salary at the time of the review.

6.3 The Company may at any time deduct from any sums or payments (including the Salary) owed to you, subject to payment limits, any sums which you owe the Company or any Group Company at any time, including but not limited to loans, advances or overpayment of Salary in accordance with applicable law.

6.4 The Company will reimburse you for all reasonable and authorised out-of-pocket expenses incurred necessarily by you in the performance of your role in accordance with the Company's applicable expenses policy in force at the relevant time.

## 7. DISCRETIONARY BONUS

7.1 If applicable and specified in the Summary of Key Terms, you may, at the Company's discretion, be eligible to participate in a discretionary bonus plan or a sales incentive plan.

7.2 Participation in any discretionary bonus plan or sales incentive plan will be subject to the rules of the applicable plan in force at the relevant time. These rules may include, but are not limited to, company and/or individual performance against a series of objectives and targets. You have no contractual right to receive a bonus or sales incentive payment.

7.3 To be eligible to receive a payment under a bonus or sales incentive plan, you must satisfy the rules of the relevant plan. In addition, the Company reserves the right at any time, to vary, terminate or withdraw (with or without replacement) any bonus plan in place from time to time. Bonus and sales incentive awards do not count towards the salary used to calculate any retirement plan contributions. Please see the bonus or sales incentive plan rules for more detail.

7.4 Any incentives or compensation payable to you by the Company (or any Group Company) can be limited or modified if the Company (or any relevant Group Company) decides this is necessary to remain consistent with any applicable remuneration policy, or to comply with laws and regulations, including any regulations or guidance published by the SEBI (or any other regulatory authority under the applicable laws), which are in force at the relevant time. This includes the operation of malus and clawback provisions as set out in the relevant bonus or sales incentive plan rules and/or as necessary to comply with the Company's regulatory requirements.

7.5 You have no contractual right to receive a payment in respect of a bonus or incentive and the making of any payment in any year does not give rise to any obligation on the Company to make a payment in any future year. Any and all such bonus or incentives will not be considered as "wages" for the purposes of any statutory payments that you may be entitled to receive from the Company, including without limitation, "wages" under the Payment of Wages, Act, 1936, Maternity Benefit Act, 1961, Payment of Bonus Act, 1965 or any other subsequent laws that would replace the existing applicable employment laws, any severance payments as payable under local law or discretionary Company policies, social security contributions, etc.

7.6 If on termination of your employment you lose any rights or benefits under any bonus or incentive plan, or other benefit plan operated by the Company or any Group Company you will not be entitled to any compensation for the loss of any rights under any such plans.

## **8. RETIREMENT PLAN AND OTHER BENEFITS**

8.1 The Company has identified a core set of benefits that it provides to employees, subject to local country norms and practices. These core benefits cover retirement, healthcare, life assurance, long-term disability and shift allowance. Details of these plans, if/as they apply in your country of employment, are provided in the Schedule.

8.2 We reserve the right to amend or withdraw any retirement or benefits plan or allowances and/or put in place an alternative benefit at any time. Any changes will be confirmed to you in writing.

## **9. ANNUAL LEAVE AND OTHER PAID LEAVE**

9.1 Your annual leave entitlement is set out in the Company's Time Off Policy and will be pro-rated for part years worked and for part time work. Your leave will be paid at the rate of gross Salary (excluding employer's contributions to any social security) or in line with our legal obligations if higher), and the policy relating to annual leave in force at the relevant time.

9.2 You may be entitled to public holidays in your jurisdiction, these will be paid at the rate of gross Salary (or in line with our legal obligations if higher) and the policy in force at the relevant time. The Company may require you to work on certain local public holidays to meet operational business needs, subject to the terms of any applicable policy in force at the relevant time.

9.3 You will be paid pro rata for any accrued but untaken leave entitlement. If you have taken more annual leave than your accrued entitlement when you leave, you will repay to the Company an amount equivalent to any annual leave taken in excess of your accrued entitlement, and the Company can deduct the appropriate amount from your final salary payment or any other sum which it owes you at the date of termination of your employment (the "Termination Date"). The amount of the payment in lieu (or deduction) will be calculated based on the applicable policy in force at the relevant time.

9.4 Subject to any eligibility criteria, you may also be entitled to other periods of paid leave including maternity leave, adoption leave, paternity leave, bereavement leave in accordance with the Company's policies and procedures details of which can be found on the Company intranet. These policies relating to other paid leave do not form part of your Agreement and may be amended by the Company in its absolute discretion at any time.

## **10. INSURANCES**

10.1 Membership of and benefits under any insurance scheme are subject to acceptance by the relevant insurer (where appropriate), the rules of the scheme and the terms of any applicable insurance policy are conditional on you complying with and satisfying any applicable requirements of the scheme (and where relevant, the insurer). Copies of these rules and policies and particulars of the requirements (when notified to the Company) will be provided to you on request. The Company will not have any liability to pay any benefit to you under any insurance scheme unless it receives payment of the benefit from the insurer.

10.2 The Company reserves the right to terminate its participation in any of the schemes referred to above, or to substitute other schemes, or alter the benefits available to you under any schemes without compensation. If a scheme provider (for example, an insurance company) refuses for any reason (whether under its own interpretation of the terms of the relevant insurance policy or otherwise) to provide the relevant cover or benefit(s) to you under the applicable scheme or refuses to provide cover at the normal premiums due to the state of your health, the Company will not be liable to provide equivalent benefits or to compensate you for the loss of such benefits.

## 11. INTELLECTUAL PROPERTY

The provisions of this clause will apply except to the extent prohibited by or ineffective in law.

11.1 For the purposes of this clause:

**“Company Intellectual Property”** means Intellectual Property Rights created by you (whether jointly or alone) in the course of the employment with the Company, whether or not during working hours or using Company premises or resources and whether or not recorded in material form;

**“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 registrations, 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 recorded in any medium or not, which you may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice; 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 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.

11.2 You may create Inventions (alone or jointly) in the course of your employment and you have a special obligation to further the interests of the Company in relation to such Inventions. You will, promptly following their creation, disclose to the Company all such Inventions and Works embodying Company Intellectual Property.

11.3 All Company Intellectual Property and materials embodying it will automatically belong to the Company as from creation for the full term of those rights; and you hereby assign (on a perpetual, worldwide and royalty-free basis), by way of present and future assignment, any and all right, title and interest therein to the Company. 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 the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You 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.

11.4 To the extent that any Company Intellectual Property does not vest in the Company automatically pursuant to clause 11.5, you hold such property on trust for the Company and hereby grant to the Company an exclusive, royalty-free licence to use such property at its discretion until such Company Intellectual Property fully vests in the Company.

11.5 To the extent that any Inventions created by you (whether alone or jointly) at any time during the course of your employment are prohibited by or prevented in law from automatically vesting with the Company pursuant to clause 11.2, you will, immediately upon creation of such rights, grant the Company, in writing, a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company will refer the dispute to an appropriate independent arbitrator. The arbitrator's decision will be final and binding on the parties and the costs of arbitration will be borne equally by the parties.

11.6 You agree:

- a. to promptly disclose and deliver up to the Company all and any Works conceived, or made by you during your employment (whether or not during working hours or using Company premises or resources and whether or not recorded in material form);
- b. to execute all such documents, both during and after your employment, as the Company may require, to vest in the Company all right, title and interest pursuant to the Agreement at the reasonable expense of the Company;

- c. to provide all such information and assistance and do all such further things as the Company may require to enable it to protect, maintain and exploit the Company Intellectual Property to best advantage, at the reasonable expense of the Company, including (without limitation), at the Company's request, applying for the protection of Inventions throughout the world;
- d. to assist the Company in applying for the registration of any registrable Company Intellectual Property, to enable it to enforce the Company Intellectual Property against third parties and to defend claims for infringement of third-party Intellectual Property Rights at the reasonable expense of the Company;
- e. not to apply for the registration of any Company Intellectual Property in your country of employment or any other part of the world without the prior written consent of the Company;
- f. to keep confidential all Company Intellectual Property unless the Company has consented in writing to its disclosure by you; and
- g. to adhere to any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time).

11.7 As against the Company, its successors and assigns and any licensee of any of the foregoing, you waive all your present and future moral rights and all similar rights in other jurisdictions relating to the Company Intellectual Property.

11.8 You acknowledge that, except as provided by law, no further remuneration or compensation, other than that provided for in the Agreement, is or may become due to you in respect of your compliance with this clause.

11.9 You agree to sign, execute, or deliver any deed, document or other instrument for the purpose of giving full effect to this clause.

11.10 Rights and obligations under the Agreement will continue in force after termination of the Agreement in respect of any Company Intellectual Property.

11.11 You confirm that you will not use or disclose to the Company, or induce the Company to use any invention or work of a prior employer or any other party and you will also disclose to the Company any of your prior works and inventions (collectively, "Prior Inventions") in order to avoid future disputes in relation to ownership. If, in the course of your relationship with the Company, you induce or suggest the incorporation of and/or incorporate into a Company product, process or machine a Prior Invention owned by you or in which you have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine and you agree not to license such Prior Invention or Work to a competitor of the Company.

## 12. CONFIDENTIALITY

12.1 "Confidential Information" means any information relating to the business, affairs, finance, clients, customers or trade connections of the Company or any other Group Company or any of their agents, members' firms, customers or counterparties, or any prospective customers or counterparties or suppliers received or acquired by you in the course of your employment, including but not limited to:

- a. the business methods, processes, technical information and know-how relating to the business of the Company or any other Group Company (including prices charged, discounts given to customers or obtained from suppliers, product development, corporate strategy, marketing and advertising programmes, costings, budgets, turnover, sales targets or other financial information, inventions, designs, programmes, techniques, source code, database systems, formulae and ideas);
- b. 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;

- c. information on employees and the terms and conditions of their employment, details of employee benefits, incentive plans, salary scales and/or current or anticipated disputes;
- d. information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Group or any current or former director, officer or employee of the Group in such capacity and any information in respect of provisions for any such action;
- e. details and terms of the Company's or any other Group Company's agreements with current or prospective suppliers, clients, agents, investors, members and customers;
- f. commercially sensitive information or trade secrets;
- g. unpublished price sensitive information relating to shares or securities listed or dealt in on any Recognised Investment Exchange or Recognised Stock Exchange. Recognised Investment Exchange has the meaning given to it by section 285 of the Financial Services and Markets Act 2000 or means any business which is recognised by an overseas equivalent of the FCA as being substantially similar and/or equivalent. A Recognised Stock Exchange means a stock exchange which is recognised by the Indian Central Government or SEBI under Section 4 of the Securities Contracts (Regulation) Act, 1956;
- h. confidential details as to the design of the Company's or any other Group Company's and/or their suppliers' products and inventions or developments relating to future products;
- i. details of any promotions or future promotions or marketing or publicity exercises planned by the Company or any other Group Company;
- j. details of any budgets, management accounts, trading statements, sales reports, financial reports or business plans of the Company or any other Group Company; and
- k. any information which may affect the value of the Business or the shares of the Company or any other Group Company;

whether or not, in the case of documents or other written materials or any materials in electronic format, they are or were marked as confidential and whether or not in the case of other information, such information is identified or treated by the Company or any other Group Company as being confidential.

- 12.2 During your employment and at any time afterwards, you must not (other than in the proper performance of your role) directly or indirectly use, communicate or disclose, or authorise to be used, communicated or disclosed, to any person any trade secrets or Confidential Information. You must use your best efforts to prevent the unauthorised publication or disclosure of any such trade secret or Confidential Information. You are also required to comply with any applicable policy in force at the relevant time relating to Confidential Information during your employment and after its termination.
- 12.3 You can use Confidential Information which you are authorised to use by the Company or any Group Company and/or which is required by law and/or which has already entered the public domain (except as a result of any unauthorised disclosure by you or any other employee of the Company or any other Group Company) and/or which you are entitled to disclose under applicable whistle-blowing laws provided that the disclosure is made in an appropriate way to an appropriate person and/or where it is appropriate to disclose to a relevant regulatory body.
- 12.4 You will not make copies of any document, memoranda, correspondence (including emails), computer disk, CD-ROM, memory stick, video tape or any similar matter (including in any electronic format) or remove any such items from the premises of the Company or of any Group Company other than in the proper performance of your duties except with the prior written authority of the Company.
- 12.5 You will comply with the terms of any applicable policy in force at the relevant time concerning social media or engaging with the media. You will not (unless you are permitted and authorised to do so as part of your role) make or authorise any public statement (whether written or oral) to the media or on a networking site or otherwise relating to the affairs of the Company or any Group Company. Also, you will not write any article for publication on any matter concerned with the business or other affairs of the Company or any Group Company without the prior written consent of the Company. After the termination of your employment, you will not make any adverse, untrue or misleading statement (in any medium) about the Company, any Group Company, or its/their directors or employees.

- 12.6 You will comply with any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time).

### **13. DATA PROTECTION**

13.1 You will comply with the Company's data protection policy and any other applicable policies, guidelines, requirements and procedures concerning data protection in force at the relevant time when handling personal data in the course of your employment, including personal data relating to any employee, officer, customer, client, contacts, advisor, supplier or agent of the Company or any Group Company.

13.2 The Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice policy or guidelines provided to you by the Company (including any HR privacy notice which is available on the intranet), as may be updated by the Company from time to time.

13.3 You consent to, acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers, payroll, travel and expenses administrators), legal and regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

### **14. OUTSIDE INTERESTS**

14.1 During your employment you will not (without the Company's prior written consent) be directly or indirectly engaged, or hold interests in, any other business activity, trade or occupation which may conflict or compete with the proper performance of your obligations and duties to the Company or any Group Company, or could otherwise be harmful to, or contrary to, the interests or reputation of the Company or any Group Company. If in doubt you should speak to your line manager, HR or Legal.

### **15. REGULATORY COMPLIANCE**

15.1 You will comply with all legal, regulatory and governance obligations, including applicable 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 policies, guidance and procedures which apply to you, you should speak to your line manager and/or Group Compliance.

15.2 If your role is a mandatory, registered or required regulatory role, including, but not limited to: the performance of a Senior Management Function under the Senior Management and Certification Regime ("SMCR"), the performance of a Senior Executive Function under the Senior Executive Accountability Regime ("SEAR"), a FINRA registered representative or national variations thereof, you must comply with the expected and required principles, accepted practices, codes, obligations and rules for holders of these positions. Failure to adhere to/or to comply with these may result in investigation by a regulatory body or agency and the Company, and/or the Company taking disciplinary action against you which may result in the termination of your employment.

15.3 You will be bound by and comply with:

- a. the Dealing in the Company Shares Policy;
- b. the Dealing in non-Company Shares Policy and the Conflict of Interest Policy or such other applicable policy in force at the relevant time, including, but not limited to, further requirements around additional dealing rules, restrictions or approvals specific to your area of business that the Company or any Group Company require or deem necessary;
- c. the provisions of the Criminal Justice Act 1993, the Financial Services and Markets Act 2000 and the European Union Market Abuse Regulation 596/2014 ("MAR") relating to insider dealing and the use of inside information relating to the Company or to any Group Company; and

- d. any other applicable law, requirement, recommendation or regulation applying to dealings in financial instruments of the Company or of any Group Company (including without limitation, the Securities Contracts (Regulation) Act, 1956 and the SEBI (Prohibition of Insider Trading) Regulations, 2015). You also agree to ensure that none of your connected persons (including your spouse or civil partner and any children or step-children under the age of 18) will deal in any way in any financial instruments of the Company or any Group Company except in accordance with the Dealing in the Company Shares Policy or such other applicable policy in force at the relevant time.

15.4 You consent to the Company monitoring your use of all Group resources and communication and electronic equipment and information stored on Group computer equipment. Further details are set out in the applicable policy in force at the relevant time.

## 16. EXPENSES

16.1 There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location. Any expenses must be reasonable, pre-approved, in line with the Company's Global Travel and Expenses Policy and claimed promptly before reimbursement is made.

## 17. TERMINATION PROVISIONS

17.1 Subject to paragraph 2 of the Detailed Terms and Conditions, the Company and you may wish to terminate your employment in accordance with the Notice paragraph set out in your Summary of Key Terms. Your resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by you without the express consent of the Company.

17.2 The Company may at its sole discretion terminate your employment with immediate effect by notifying you in writing that the Company is exercising its right under this clause 17.2. The payment in lieu of notice in respect of any unexpired period of notice will be as per applicable law. You will have no right to receive a payment in lieu of notice unless the Company has exercised its discretion under this clause 17.2. Any payment in lieu of notice will not include the value of any element in respect of any bonus or other incentive payment or award that might otherwise have been due had you worked for the Company during the notice period for which the payment in lieu is made. Further, in case you terminate your employment (i.e., resign from your services), the Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice.

17.3 The Company can terminate your employment with immediate effect and with no liability to make any further payment or compensation to you (other than for amounts accrued and due at the date of termination) if:

- a. the Company reasonably believes you:
  - i. have committed any serious or repeated breach of any of your obligations under this Agreement, including but not limited to a failure to comply with any lawful order or instruction given to you by the Company or any other Group Company, or any applicable policies, guidelines or procedures in place from at the relevant time; or
  - ii. are guilty of serious misconduct or wilful or habitual neglect in the performance of your duties or of any form of harassment, including sexual harassment while employed with the Company; or
  - iii. are guilty of conduct (including but not limited to bribery, fraud, dishonesty, theft or misappropriation or damage to Company's business or property, corruption or such other conduct) which, brings or is likely to bring you, the Company or any other Group Company into disrepute; or
  - iv. are habitually late or absent from work; or
  - v. are habitually involved in money lending; or
  - vi. are absent without intimation for more than 8 days; or

- vii. are in influence of illicit substances or alcohol and/or indulge in riotous or disorderly behaviour during the work hours at the establishment; or
  - viii. have incited an illegal strike; or
  - ix. threaten, abuse or assault any employee, consultant, trainee, customer, supplier, agent or partner of the Company; or
  - x. preach or incite violence at the Company's premises; or
  - xi. disclose confidential information of the Company without its written consent; or
  - xii. indulge in wilful slowdown of work; or
  - xiii. abet or attempt to abet any of the above acts.
- b. you are charged, arrested or convicted by a court of law with a criminal offence under applicable law (excluding a road traffic offence not subject to a custodial sentence); or
  - c. you fail to obtain any necessary approval(s), licences or qualifications or have any necessary approval(s), licences or qualifications suspended or withdrawn by any relevant regulatory body, including but not limited to the FCA, which are reasonably required by the Company for you to carry out your duties, or the Company reasonably believes that your acts or omissions will lead to such approval being suspended, denied or withdrawn; or
  - d. you are guilty of a breach of any requirements, recommendations, rules, codes of practice or regulations as amended from time to time by jurisdictional regulatory authorities relevant to the Company or any Group Company; or
  - e. you commit a material breach of any policies, guidelines or procedures or code of practice, including the Company Code of Conduct, issued by the Company or any Group Company (as amended and in force at the relevant time); or
  - f. you are disqualified from acting as a director of a company by order of a competent court; or
  - g. you are declared bankrupt or have made any arrangement with or for the benefit of your creditors or have an administration order made against you; or
  - h. you are considered no longer medically fit to perform your duties by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year.

17.4 Clause 17.3 will not restrict any other right the Company may have to terminate your employment without notice. Any delay by the Company in exercising its rights under clause 17.3 will not constitute a waiver of those rights.

17.5 The Company can at any time and for any reason make a written request to you to do any of the following:

- a. immediately deliver to the Company all equipment, books, documents, papers, computer records, computer data, credit cards, and any other property relating to the business of, or belonging to the Company or any other Group Company which is in your possession or under your control; and disclose details of any access codes, PINs or passwords used by you in the course of performing your duties for the Company or any Group Company. You must not retain copies or reproductions of any documents, papers or computer records relating to the business of, or belonging to the Company or any other Group Company;
- b. inform Human Resources of any information relating to the business of the Company or any Group Company stored on any computer or storage device in your possession or control held outside of any of the Group's premises, and at the request of the Company you must irretrievably delete any such information and all information derived from it;
- c. immediately pay to the Company or any other Group Company all outstanding loans or other amounts due or owed to the Company or any other Group Company. You confirm that if you fail to do so, the Company is authorised to deduct from any amounts due or owed to you by the Company or any other Group Company a sum equal to such amounts;

- d. resign from all (if any) offices or directorships held by you in the Company or any Group Company and all (if any) trusteeships held by you of any retirement plan or any trust established or subscribed to by the Company and any Group Company. You agree to sign and execute all documents and do everything necessary to give effect to such resignation.

17.6 You will not at any time after your employment terminates represent yourself as being in any way connected with the Company or any Group Company. The termination of your employment will not affect any terms of the Agreement which operate after the Termination Date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

## 18. SUSPENSION AND GARDEN LEAVE

18.1 The Company has the right to suspend all or any of your duties for such period and on such terms as it considers appropriate. The Company can exercise this right at any time (including during a period of notice terminating your employment) and, whether or not it is in connection with a disciplinary investigation.

18.2 Where notice of termination has been served by either you or the Company or if you attempt to terminate your employment in breach of contract, the Company can require you to go on "Garden Leave". This means you will not be required to perform any duties or services, or only to provide specified services or duties, for the whole or any part of your relevant notice period. During any period of Garden Leave you will remain an employee of the Company and will continue to be bound by duties of good faith and fidelity to the Company as well as by the terms of the Agreement, which will remain in full force and effect except as varied by this clause. You will continue to receive your Salary and all contractual benefits in the usual way during any Garden Leave period. The Company can also require you during any Garden Leave period:

- a. not to attend any of the premises of the Company or any other Group Company or to perform your services at such place or places as the Company may decide at its discretion; and/or
- b. not to contact or deal with any customers, prospective customers, agents, suppliers, consultants, employees, member firms or other business contacts of the Company or any other Group Company without the Company's prior written consent; and/or
- c. to keep the Company informed of your whereabouts (except during any periods taken as annual leave) so that you can be called upon to perform any duties as required by the Company including assisting in any handover of your role to another individual; and/or
- d. not to commence any other employment or engagement (whether directly or indirectly); and/or
- e. to take any accrued holiday including holiday which will accrue during the period of Garden Leave

## 19. POST TERMINATION RESTRICTIONS

19.1 You will comply with the restrictions in this clause, which are by their very nature detailed, for the purpose of protecting the legitimate business interests of the Company and each Group Company and, in particular, their Confidential Information, trade connections, goodwill and stable trained workforce.

19.2 You agree with the Company that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, company or other entity:

- a. For the Restricted Period (as set out in your Summary of Key Terms), approach, solicit or endeavour to entice away any person, firm, company or other entity who is or was a customer, client or supplier of the Company or any Group Company 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 either case 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 Restricted Business; and

- b. For the Restricted Period (as set out in your Summary of Key Terms), deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or any Group Company 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 either case 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 Restricted Business;
- c. For the Restricted Period (as set out in your Summary of Key Terms), approach, solicit or endeavour to entice away any person, firm or company with whom either you or any other employee of the Company or any Group Company for whom you had, at the date of the negotiations, management responsibility, carried out negotiations on behalf of the Company or any Group Company at any time during the period of six months immediately prior to the Termination Date with a view to such person, firm or company becoming a customer of the Company or of any Group Company. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business; and
- d. For the Restricted Period (as set out in your Summary of Key Terms), deal with any person, firm or company with whom either you or any other employee of the Company or any Group Company for whom you had, at the date of the negotiations, management responsibility, carried out negotiations on behalf of the Company or any Group Company at any time during the period of six months immediately prior to the Termination Date with a view to such person, firm or company becoming a customer of the Company or of any Group Company. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the Restricted Business;
- e. For the Restricted Period (as set out in your Summary of Key Terms), solicit or entice away or attempt to solicit or entice away or engage, or otherwise facilitate employment or engagement of any director, officer or employee of executive status with whom you had material dealings within the 12-month period prior to the Termination Date. For the purpose of this paragraph, "executive status" means Group Executive, Managing Director, Director, Manager or anything else which replaces these grades and any employees with a lower corporate grade where 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.

19.3 Each of the restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances as at the date of this Agreement. The restrictions may be modified as necessary to make them valid and effective on any changing pattern of work. Any such modification will not affect the validity of any other restriction set out in this clause will be construed as separate and individual restrictions,

You and the Company agree that:

- a. you will, at the Company's request and expense, enter into a separate agreement with any other Group Company that the Company may require, under the terms of which you will agree to be bound by restrictions corresponding to those contained in clauses 12 and 19 (or such as may be appropriate in the circumstances);
- b. the period during which the restrictions referred to in this clause will apply following the Termination Date will be reduced by the amount of any time which you spend on Garden Leave during which you are not performing any duties or services as may be requested under clause 19.2; and
- c. the covenants contained in this clause are intended to be severable and if any of them are in any way unenforceable, the enforceability of the other sub-paragraphs will not be affected. If any of the restrictions contained in this clause will be adjudged to be void or ineffective for whatever reason but would be adjudged valid and effective if it or another restriction were deleted in whole or in part, then such restriction will apply with such deletions as may be necessary to make it valid and effective.

## 20. THIRD PARTY RIGHTS

20.1 No person other than the parties to the Agreement and any Group Company shall have any rights under it and it will not be enforceable by any person other than those parties.

20.2 The Company may enforce any term of the Agreement as agent and trustee for any other Group Company. All losses and other liability incurred or suffered by any other Group Company under or as a consequence of the Agreement shall be deemed to be the losses and liability of the Company for the purpose of this clause.

## 21. GENERAL

21.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by, and will be construed in accordance with the relevant local laws. Each party irrevocably agrees to submit to the exclusive jurisdiction of the local Indian court having jurisdiction in the State where the employee was last posted or deployed over any claims or matters arising under or in connection with the Agreement.

21.2 Where the Company retains a discretion under the Agreement such discretion cannot be limited or restricted in any way, other than by prior written agreement between you and an authorised member of the Company's Human Resources team.

21.3 The Agreement constitutes the entire agreement between you and the Company and supersedes any previous agreement between you and the Company or any Group Company relating to such matters.

21.4 You and the Company acknowledge and agree that in entering into the Agreement, the Company and you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in the Agreement. The only remedy available to either party in respect of any such statement, representation, warranty or understanding will be for breach of contract under the terms of the Agreement. Nothing in this clause 21 will exclude any liability for fraud.

## 22. CONDUCT AND COMPLAINTS

22.1 If you want to raise a complaint, please refer to the non-contractual local policy which can be found on the intranet, and which explains how and to whom your complaint should be raised.

22.2 The non-contractual disciplinary or conduct policy in force at the relevant time is available on the intranet. This procedure sets out the details of who an appeal should be made to, if you wish to appeal a disciplinary or conduct decision.

## 23. POLICIES, PROCEDURES AND PRACTICES

23.1 During your employment with the Company (and where applicable after your employment has terminated), you must familiarise yourself with and comply with all our applicable policies, procedures and guidelines in force, both on joining and throughout your employment. These can be found on the Company's intranet.

23.2 Unless otherwise stated, these policies, guidelines and procedures do not form part of your Agreement.

## 24. NOTICES

24.1 A notice under this Agreement shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party, and notices may be sent to the relevant party by email.

24.2 Any such notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the address or given to the addressee;



- b. in the case of pre-paid registered post or other next working day delivery service, at 9.00 a.m. on the second business day after posting or at the time recorded by the delivery service;
- c. in the case of email, at the time of transmission.

24.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- a. all references to time are to local time in the place of deemed receipt; and
- b. if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 a.m. on the next business day.

24.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

**25. ACCEPTANCE**

This Agreement (comprising your Summary of Key Terms, Detailed Terms and Conditions and applicable Schedules), set out the entire Agreement between you and the Company.

Please accept this Agreement, via Ascent, no later than two working days. Following which you will receive this document via a DocuSign envelope for e-signing, this also needs to be e-signed and the same needs to be completed prior to the date mentioned in the envelope.

In accepting and signing the Agreement, you confirm that all the information you have provided to the Company in connection with this offer is true and not misleading, and you agree to notify the Company promptly of any change in that information.

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

On behalf of the Company **Refinitiv India Shared Services Private Limited**

I **Vijetha Vitala Prabhu** accept the terms of the Agreement with Refinitiv India Shared Services Private Limited and confirm receipt of the enclosed documents.

Signed: DocuSigned by:  
**Vijetha Vitala Prabhu** Date: February 26, 2021 | 13:39:51 IST  
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### Benefits Summary

<b><u>Group Medclaim Insurance (GMC):</u></b>	Insurance cover: INR 500,000 per annum for self, spouse, two children and parents (Note: Maternity Benefit of INR 50,000 is included in the total insured amount)
<b><u>Group Term Life Insurance (GTL):</u></b>	Sum Insured: 4 times the TFP, subject to limit defined in the Policy document
<b><u>Employee's Group Personal Accident Insurance (GPA):</u></b>	Insurance covers disability (permanent and partial) due to accident.
<b><u>Employees Depository Linked Insurance (EDLI)</u></b>	Flat Sum Insured: INR. 601,000



February 25, 2021

**PERSONAL & STRICTLY CONFIDENTIAL**

Dear **Vijetha Vitala Prabhu**,

**Welcome to Early Career Program.**

We are pleased to confirm your eligibility to participate in the Early Career Program.

This program is intended to provide support for your growth and development. It follows a competency, performance and compensation - based framework described as follows:

- The competency framework outlines the required on the job skills sets and behavioral competencies and proficiency levels to deliver role objectives, thereby providing a clear career progression path in the role
- The application of competencies on the job leads to achievement of objectives, which then ties to performance
- The compensation framework provides indicative compensation levels based on performance standards

The Program consists of four progressive Performance Review Periods (PRPs). Each PRP has duration of at least six months.

The expected competency level has been defined for the role. Your manager will discuss these with you, together with your performance objectives for the PRP. Performance reviews will be conducted at the completion of each PRP. They will be timed so that these assessments align with the global company Mid-Year & Annual Performance Assessment cycles.

Salary increase and movement to next PRP or no movement, as well as the application of the Performance Improvement Plan (PIP), will be dependent on the performance rating you receive after each PRP, as provided for in the ECP guidelines.

You will not be part of the Annual Compensation Planning (ACP) that happens for the rest of the organization in April each year while you are under this Program. Further, your existing bonus plan will remain in effect unless voided or superseded.

Please note that the Company reserves the right to amend, modify, cancel or withdraw this Program as it deems appropriate to suit business requirements.

If you have any questions, please contact your manager or your HR Business Partner.



## Flexi Pay - 1

**The following terms shall have the interpretations as below:**

The components of pay available under Flexible Compensation are given below. Please note that these allow you some flexibility in structuring your pay **within** the overall limit of the Total Fixed Pay (TFP) and subject to applicable tax and other laws. Nothing under this item is intended to operate as an increase in the TFP:

### **(i) HOUSE RENT ALLOWANCE (HRA)**

Under the current tax laws, we are required to take cognizance of the following provisions for calculating your eligibility for tax exemptions on account of HRA:

Tax exemption will apply to this component to the least of the following three options:

- a) 50% of the basic salary if living in metro city, else 40% of basic
- b) 2) Actual HRA received
- c) Rent paid in excess of 10% of basic salary. The exemption from tax in this regard will be provided as per the applicable provisions of the Income Tax Act, 1961 on the basis of rent receipt/s/Rent Agreement from your landlord

### **(ii) TELEPHONE EXPENSE REIMBURSEMENT**

You may opt for this benefit to claim upto INR 5,000 per month for 2 mobile or landline connections inclusive of internet. The connection should be in the name of the employee. Phone bills will need to be submitted while seeking reimbursement of the bill amount subject to the limit defined.

### **(iii) SPECIAL ALLOWANCE**

Unallocated amount within flexi pay will constitute Special Allowance; this will be paid on monthly basis, post applicable tax deductions.

#### **Note:**

Tax treatment / relief for all the above components will be as per the prevailing Indian tax laws. The allowances/ benefits are subject to the condition that these will be provided at no additional cost to the Company. If any perquisite value is applicable to any of these allowances / benefits or any tax payable subsequently, the employees shall be liable to pay such additional tax as may be applicable, in accordance with the tax laws or the Company may review these benefits at its own discretion.

# Global Employee Privacy Policy

Refinitiv is now part of LSEG – London Stock Exchange Group (“Company”, “LSEG” or “We”) and is a global business with networks, databases, servers, systems, support and help desks located around the world.

As part of normal business, individually identifiable information related to employees (collectively, “Employee Personal Information”) may be transferred to or accessed by LSEG and/or third parties around the world, as described in this Global Employee Privacy Policy (“Policy”). Employee Personal Information of Company employees is protected by an Intra-Group Agreement (IGA) between all LSEG operating entities. The IGA provides specific safeguards when Employee Personal Information is processed or transferred within the LSEG group of companies.

If you have questions about this Policy, please contact your manager, your Human Resources contact (“HR Contact”), or the [Privacy Office](#).



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## PURPOSE AND SCOPE OF POLICY

This Policy outlines Company practices regarding the collection, processing and use of Employee Personal Information in global employee databases and communications transmitted over Company networks and systems.

Below is a representative list of the primary global databases and systems holding Employee Personal Information. This list, which is not all-inclusive, may change from time to time when the Company changes platforms, information systems and/or third party service providers:

- Success Factors Learning
- Payroll provider systems
- MyExpenses
- MyTravel
- Taleo
- Workday
- Approved 3rd party cloud services, e.g., Microsoft Office 365
- Company employee participation benefits and provider systems
- Other internal administrative systems and databases necessary to operate the business (e.g., internal directory, financial administration systems)

This Policy applies to Employee Personal Information processed and stored in global HR systems and Employee Personal Information that is collected and sent through LSEG's' network. **It does not apply to any data held solely by local Human Resources departments in various countries where Company employees reside.** In the event of a conflict between this Policy and local Human Resources policies or practices, this Policy will control. **For more information about how Employee Personal Information is handled locally, please contact your HR Contact.**

The Company collects and processes Employee Personal Information fairly, transparently, in good faith and in accordance with applicable laws.

## TYPES OF EMPLOYEE DATA THE COMPANY COLLECTS

The Company may collect, use, store, and otherwise process certain Employee Personal Information, including, for example:

- name
- contact information (including home address, home phone number and mobile phone number)
- country of residence
- date of birth
- country of birth
- social security or other governmental identification number
- national insurance number
- gender
- education
- citizenship and passport data
- bank account information
- visa/country residence permits/citizenship
- photographs
- driver's license details and driving records
- credit card information when sent via Company networks
- information related to an employee's family members and dependents



## Employee Personal and Family Information

### Information Related to an Employee's:

- position/title
- location
- employee identification number
- work address and telephone number
- start and end dates of employment
- supervisor/manager
- reporting structure
- employment status (full-time or part-time)
- salary
- bonus
- equity awards, where applicable
- benefits information, which may include health or medical information
- job performance and related evaluative information
- payroll information
- vacation allotment and absences
- use of the Company's facilities and equipment, including laptops, mobile devices, notably computer and telecommunications systems, to the extent permitted by applicable law
- records (including logs) and contents of communications sent over Company networks, such as emails, instant messages and visits to external websites. Such records are maintained in accordance with the Company Code of Conduct, other Company policies and applicable law

### The Company may process such information for various human resources, employment and/or data security- related purposes, and other similar legitimate interests, such as:

- workflow management, such as assigning, managing, and administering projects
- project costing and estimates
- compensation, including stock plan administration
- payroll processing
- performance management
- succession planning
- benefits administration, including health and medical benefits, leave entitlements, bonuses, and pensions
- personnel administration
- employee candidate evaluations
- travel reservations and planning
- employee directories
- technical support
- employee surveys
- subject to local law requirements, monitoring and enforcing compliance with Company policies and procedures, legal requirements or in connection with workplace or law enforcement investigations
- protection of the Company's networks, systems, databases, hardware and intellectual property assets, including through its data leakage protection program
- protection of employee, customer, prospective customer and other Personal Information, including through its data leakage protection program
- compliance with applicable legal obligations
- to support any claim, defense or declaration in a case or before any jurisdictional and/or administrative authority, arbitration or mediation panel
- to monitor and prevent sexual harassment, bullying, discrimination and/or criminal offenses

We only process your Personal Information where applicable law permits or requires it, including where the processing is necessary for the performance of our employment arrangement with you, where the processing is necessary to comply with a legal obligation that applies to us as your employer, for our legitimate interests or the legitimate interests of third parties, to protect your vital interests, or with your consent if applicable law requires consent. For those employees in the

European Economic Area, to the extent that the Company has in the past obtained your consent to process your Personal Information as may be outlined in an offer letter, employment contract or other similar employment arrangement, that consent is hereby waived or extinguished and the Company will instead rely on the lawful grounds for processing as specified in this Policy.



## **Sensitive Personal Information**

The Company may also collect, process and use Employee Personal Information that may be considered “sensitive,” which may include (depending on applicable law) information about an employee’s racial or ethnic origin, nationality or citizenship, marital status, veteran status, health-related data or disabilities requiring work accommodations.

The Company may need to collect this information to comply with applicable law; to administer or facilitate health, medical or other employee benefits; to administer sick leaves or other absences; to protect its networks, systems, equipment and data; to protect employee, customer, prospective customer and other Personal Information; in connection with the Company’s diversity and inclusion initiatives; and/or to protect health and safety in the workplace.

In accordance with applicable law, the Company may also conduct background checks which may include data about an employee’s criminal history, drug testing, credit and/or public records. Such data may be collected to comply with customer obligations, recruitment and/or for legal compliance purposes.

## **HOW IS EMPLOYEE PERSONAL INFORMATION COLLECTED?**

The Company typically collects Employee Personal Information directly from job candidates and employees through the application and background check process, or from an employment agency or background check provider in connection with an individual’s employment. The Company sometimes collects information from others when permitted by law; including references, former employers, and other third parties such as credit reference agencies or background check agencies. In addition, the Company collects information about employees in the course of their job-related activities, including related to the use of Company equipment and systems (see the section “[monitoring](#)” below).

## **WHAT TYPES OF INFORMATION ABOUT AN EMPLOYEE’S FAMILY MEMBERS DOES THE COMPANY COLLECT?**

If you provide the Company with information about members of your family and/or dependents (e.g., for emergency contact or benefits administration purposes), it is your responsibility to inform them of their rights, and to obtain their explicit consent (where legally required and if they are legally competent to give such consent) to the processing of, transferring of and access to such Personal Information as set out in this Policy.

## **WHO HAS ACCESS TO EMPLOYEE PERSONAL INFORMATION?**

Within the Company, the Human Resources Department, relevant business managers, and members of the IT, Finance, Payroll, Legal and Benefits departments may have access to some Employee Personal Information. As a matter of policy, access to such data is only given to those who need access for the reasons listed above or when required by law. Access to the global internal employee directory is provided to all employees.



## **CAN ANYONE OUTSIDE OF THE COMPANY ACCESS OR USE EMPLOYEE PERSONAL INFORMATION, AND IF SO, WHY?**

### **LSEG Subsidiaries and Affiliated Entities (“LSEG Group”)**

The Company may disclose Employee Personal Information to LSEG Group entities, including but not limited to affiliates in the United States, Canada, the European Economic Area, Switzerland, Latin America, India, Australia and Asia for various purposes, including the following:

- benefits and personnel administration, including health and medical benefits, leave entitlements, bonuses and pensions
- compensation-related activities and compensation analysis
- workflow management, such as assigning, managing and administering projects
- performance management and technology support
- physical and information security
- data leakage protection
- facilities management

### **Auditors/Professional Advisors and Other Third Parties**

If necessary, and in accordance with applicable law, the Company may disclose Employee Personal Information to its auditors and other outside professional advisors, and to other parties that provide products or services to the Company, such as IT systems providers and consulting firms. Before allowing such disclosures, the Company vets these third parties and requires them to comply with applicable laws and standards, including data security standards.

The Company and LSEG Group entities may also disclose Employee Personal Information to third party service providers to help them perform various functions for the Company, such as:

- benefits and leave administration
- compensation administration
- human resources administration and assistance
- employee relocation services
- administration of the Company's Global Expatriate Policy
- providing human resources information services, learning and development services, payroll services, and recruiting services;
- administering employee surveys
- providing technology-related support, such as software development, system upgrades and IT Help Desk functions
- retirement plan administration
- information security
- data leakage protection

When the processing of Employee Personal Information is delegated to a third party service provider, we ask such providers to act on our behalf and under our instructions and to provide sufficient technical, physical and organizational security guarantees to protect such data. Further, when required by applicable laws, the Company will execute relevant data protection agreements with such third parties, and/or will ensure that such third parties otherwise have appropriate and lawful data transfer and processing mechanisms in place.

### **Corporate Restructuring/Sale/Mergers/Acquisitions**

Employee Personal Information also may be disclosed, when permitted by applicable law, in connection with a corporate restructuring, sale, or assignment of assets, merger, divestiture, or other changes of control of the Company or any of its subsidiary or affiliated companies. The persons or entities who receive Employee Personal Information may be located in countries where data protection laws do not provide an equivalent level of protection to the laws in your jurisdiction. In instances where the Company discloses Employee Personal Information to such recipients, it will establish and/or confirm that appropriate protections are in place for such data transfers.

### **Law Enforcement and Government Requests/Court Orders**

The Company may also need to disclose Employee Personal Information to respond to law enforcement or government requests or when required by applicable laws, court orders, and/or government regulations (including disclosures to tax and employment authorities).



## RETENTION AND ACCURACY OF EMPLOYEE PERSONAL INFORMATION

The Company strives to keep Employee Personal Information accurate and up-to-date and to retain such data no longer than necessary for the purpose(s) for which it was obtained. If you need to make any changes to your Personal Information, please use the available Human Resources self-service portal or discuss with your HR Contact. In some cases, you may also contact the third party service provider which holds your Personal Information – for example, a health insurance plan provider. Should you inform your HR Contact or the Company otherwise becomes aware of any factual inaccuracies in your Personal Information, it will seek to rectify such inaccuracies promptly.

You can find out more about how LSEG addresses record retention and records management by consulting the Records Management resources on the intranet.

## ACCESS TO PERSONAL INFORMATION

As explained above, and subject to applicable law, employees may—at no cost to employee—be entitled to access their Employee Personal Information and to have inaccurate data corrected or removed, and they may have the right to object to the processing of such data. Thus, subject to applicable laws, as an employee you may learn more about the Employee Personal Information that the Company holds about you. If you wish to access such data, you may view your information via the available Human Resources self-service portal or submit a written request to your HR Contact.

## MONITORING

The Company maintains various communications systems and networks, including telephones, voicemail, email, mobile devices, fax machines, computers and related software, devices, printers and equipment, computer networks, instant messaging, and networks that allow access to the Internet and the Company Intranet (collectively, the “Systems”). As stated in the Code of Business Conduct and Ethics, communications sent and received through the Company’s Systems - including, but not limited to email, Internet and other forms of electronic communications and paper communications - may be the property of the Company. In accordance with applicable laws and Company policies, including the Information Security Handbook, the Company or a Company-authorized third party service provider may monitor or review email communications, messaging, use of external storage devices, file transfers and Internet usage on Company Systems. Thus, you should not assume or expect privacy in your communications or Internet activities while at work or while using the Company’s Systems, regardless of whether you use the Systems through a Company or personal device, and you agree that the Company may monitor your use of the Company’s Systems, including any communications transmitted through the Systems, in accordance with this Policy and applicable law. Specifically, the Company may monitor activities in order to:

- to investigate potential violations of the Company Code of Conduct, Company acceptable use policies and/or other Company policies
- to investigate potential crimes or otherwise unlawful conduct
- to manage, protect or maintain the Systems and data held on such Systems
- to address potential or actual emergencies or disruptions to the Systems such as a virus infestation or system crash
- to protect employee, customer, prospective customer and other Personal Information (including in connection with the data leakage protection program)
- to meet a legal obligation of the Company

While monitoring the Systems, the Company may collect data about the length of time employees spend on Internet sites or otherwise use the Systems, the specific Internet sites visited, the email addresses of originators and recipients of email communications, and, in certain situations related to the purposes listed above, the content of communications and

activities on the Systems. The Company may share this information with third parties, including technical consultants, service providers who perform specified functions for the Company and law enforcement authorities, as necessary and in accordance with applicable law(s).

Finally, while certain Systems, such as voicemail, email, and Internet access, may accommodate the use of passwords, they are intended to protect against unauthorized access to the Systems, not to keep employees’ activities and communications private from authorized Company personnel and third parties with a legitimate business need.



## **DATA SECURITY**

In compliance with applicable laws and data security standards, the Company maintains appropriate technical and organizational security measures to protect Employee Personal Information against accidental or unlawful destruction, or accidental loss, alteration, unauthorized disclosure or access. These measures include data leakage protection, as referenced above.

## **CHANGES TO THIS POLICY**

Should the Company decide to materially modify the manner in which it collects or uses Employee Personal Information, the type(s) of Employee Personal Information it collects or any other aspect of this Policy, the Company will notify affected employees as soon as possible by reissuing a revised Policy or taking other steps in accordance with applicable laws, such as obtaining consent where required, prior to making such modifications.





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Gurazala,  
Guntur DT, AP, INDIA  
522415  
www.prizeinfotech.com  
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Date:1-Feb-2021

To, Ms. Aishwara Shetty

“DEVI KRIPA” Putti Bettu Melmane Palli Post, Karkala Taluk, Udupi District KA – 574244 – (India)

**Re: Offer of Employment Letter**

We are pleased to offer you the position of “**IT Recruiter**” with us and your work location is **Bangalore** with a start date from **1-Feb-2021**. Prize Infotech would like to offer you the position with a Net take home of **INR 1,80,000/- Per Annum**. Please refer Annexure A for Salary Breakup.

We have attached a Service Agreement for you to sign and return to us within two days of this offer. The Service Agreement contains your terms of employment and general responsibilities.

To formally accept this offer, please acknowledge in writing by signing and returning the record copy of this letter, also confirm your start date.

We are looking forward for you to join us but please do not hesitate to contact us if you have any questions.

Yours sincerely,

**Narasimha Surapaneni**  
Director



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## **SERVICE AGREEMENT**

*This Agreement is made on 1<sup>st</sup> Feb. 2021 BETWEEN*

1. **Prize Infotech** whose Corporate office is at **H.NO: 11-45, Gurazala, Guntur(DT), AP.** (The Employer)
2. **Ms. Aishwara Shetty** whose residing as above ('The Employee' or "I" or "You" or "Your")

For the position of Talent Acquisition Specialist as 'POSITION'

NOW IT IS AGREED as follows:

### **3. DEFINITIONS AND INTERPRETATION In this agreement:**

'the Company' means Prize Infotech acting through the board of directors for the time being of the Company and their duly appointed representatives;

### **4. TERM OF EMPLOYMENT**

The employment shall be deemed to have commenced on joining the offices of the company and continues thereafter subject to termination as provided below.

### **5. DUTIES**

You are employed as mentioned as 'POSITION' above; and will report to Narasimha Surapaneni who is your line manager or to the nominated employee by the employer. You agree to devote the whole of your time, attention, ability and skills to the duties of your employment.

5.1 Your duties shall be as discussed with your line manager from time to time and will be commensurate with your position. You shall faithfully and diligently perform all acts, duties and obligations and comply with such orders as may be required by the Company. The precise description and nature of your job may be varied from time to time and you may be required to carry out other duties as necessary to meet the needs of the Company.

5.2 Due to Geographical nature of the management structure, all the employees required to install Life360 App or suitable Geo Location sharing app and provide access to the Director during working hours.

5.3 Your Probation Period is 3 months.

### **6. HOURS OF EMPLOYMENT**

Your basic hours of work are 40 hours per week. Normal hours of work are from 1.00 – 10.00 IST, Monday to Friday, including half an hour for lunch and half an hour for evening snacks break.

6.1 You are expected to show a responsible attitude towards time keeping and attendance.

### **7. PLACE OF EMPLOYMENT**

Unless otherwise stated in the Offer of Employment Letter the Employee's place of employment shall be working from Companies Office but the Company shall be entitled to require the Employee to work at such other places whether on a temporary or permanent basis as the Company shall from time to time direct and the Employee may in the performance of his/her duties be required to travel from his place of employment anywhere within the United Kingdom and Europe.



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## 8. EXPENSES

The Company shall reimburse the Employee all reasonable hotel and other expenses wholly and exclusively incurred by him/her in or about the performance of his duties under this agreement PROVIDED that the Company first authorized the expenditure in writing and that the Employee furnishes the Company with receipts or other evidence of such expenses.

## 9. HOLIDAYS

9.1 The Company's holiday year runs from 1 April to 31 March. You are entitled to 20 days paid holiday in each complete holiday year. From this entitlement you will be required to take a day's holiday for each bank/public holiday normally observed in England.

The Employee may not without the consent of the Director of the Company carry forward any unused part of his holiday entitlement to a subsequent holiday year.

9.2 Payment in lieu of holidays accrued due but not taken as at the date of termination of employment will be made in respect of the number of days of holiday pro rata to the Employee's salary.

## 10. FAMILY LEAVE RIGHTS

Statutory rights to maternity, paternity, parental, adoption and dependent care leave ("family leave") and the right to request flexible working shall apply to your employment. You can obtain further information from Company Leave Policy after joining.

## 11. SALARY

Prize Infotech will make sure to pay monthly salary to the employee before end of 1<sup>st</sup> Week of next month.

## 12. TERMINATION OF EMPLOYMENT

12.1 The employment of the Employee may be terminated:

by the Company with 30 days' notice or payment in lieu of notice

The Employee shall terminate by giving to the Company 30 days of notice in writing.

And during your probation period a notice of 15 days is required in writing from both sides.

12.2 The Company reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

12.3 Absence for the continuous period of eight days without prior approval of your supervisors (including overstay of leave / training) 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, upskilling or on the job training imparted by the Company or damaged suffered by Company due to loss of billing.

## 13 Whist employed by the Company:

- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in ordinary course of your employment 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. All information that comes to your knowledge reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be violation of company policies and treated in accordance with clause 12.2. You confirm that there is no litigation / conviction against you



before any court of law which involves any criminal offence or offences involving moral / conviction against you before any court of law which involves any criminal offence interests to Prize Infotech 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 the Company 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.

- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the company.

- 14 Any violation of the above mentioned or any other company procedures and policies would attract action as per the company's disciplinary policy in force, including and up to termination. In the event of termination by company on account of breach of disciplinary policy, the company will not be liable to pay any amount in lieu of notice period.
- 15 Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the company all the assets and property (including any leased properties) of the Company including documents, files, books papers and memos whether in hard or soft copy which is in your possession or custody.
- 16 The Company shall, at its discretion, conduct background, reference and medical screens for substance use as per the company policy and this offer is conditional upon of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory or any account, the Company may, in its sole discretion, revoke this offer at any time.
- 17 You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
- 18 Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The Venue of the Arbitration shall be Vijayawada and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts of Vijayawada
- 19 All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies without any prior notice.
- 20 **Non-Compete, Non-Solicitation and other Activities.** You will represent that during the term of your relationship with the company, you will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the company or for the Company Clients on behalf of the Company, as directed by the Company. You also represent that during the term of your relationship with the company and for twelve (12) months after the date of termination of your relation by the Company for any reason, you will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for yourself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the company for a job / role either as an employee or as an independent consultant and / or (iii) otherwise interfere with or disrupt any business relationship of the Company of Company Clients.



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## **21. KRA OF EMPLOYEE:**

### **Responsibilities:**

- Handling end to end recruitment in UK & Europe; starting from requisition, sourcing the candidates, short-listing, scheduling interviews, salary negotiation and closing.
- Responsible for handling Contractual, Permanent and Full Time Positions.
- Sourcing the Relevant Profiles from the Various Job Portals as per the Requirements.
- Aggressively following up with candidates to get their interviews done.
- Interacting with the candidates, giving them a brief about the position and checking them technically.
- Based on this interaction schedule them for the technical interview.
- Sourcing candidates using internal databases, Internet web sites, job postings, referrals and networking.
- Ensure the joining of offered candidates on the committed dates.
- Maintain knowledge and understanding of information technology terminology.
- Provide training/coaching to new recruiters.

### **Key Issues:**

- Before working over the requirement ensure proper understanding of the requirements.
- Look at other value-added methods for sourcing other than portals.



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**Annexure A: Gross Compensation and Benefits**

Name: Ms. Aishwara Shetty  
Designation: IT Recruiter

Salary Breakup Fiscal Year 2021-2022		
Net salary per Year		1,80,000
Net salary per Month		15,000
Components In salary	Per month	Per Annum
Basic Salary		
HRA		
Conveyance Allowance		
Project Allowance		
LTA		
Other Allowances		
<b>Gross Salary Per Month</b>		
<b>Deductions:</b>		
PF contribution by employee	-	-
ESI contribution by employee	-	-
Professional Tax (PT)	-	-
Tax Deduction At Source (TDS)	-	-
<b>Total deductions ( PF + ESI + PT + TDS )</b>	-	-
<b>Salary Payable to Employee</b>	<b>15000</b>	<b>1,80,000</b>
CTC Calculation		
Employer PF contribution	-	-
Employer ESI contribution	-	-
<b>CTC= Gross salary + (Employer PF+ ESI)</b>	-	-

**Notes:**

1. All matters relating to compensation are **STRICTLY CONFIDENTIAL**
2. Any breach of this may result in immediate termination of services
3. All tax liabilities (TDS, etc ) arising out of above shall be borne by the Employee.

Signed on behalf of

Signed by

Prize Infotech

Mr. Narasimha Surapaneni  
Director

Ms. Aishwara Shetty  
Employee



TCS Confidential  
Ref: TCS/2020-21/CC-C2/1056609

February 19, 2021

**Mr. Akshath Akshath**  
Bangalore

Dear Akshath Akshath,

This is to inform you of your compensation structure revision effective **February 01, 2021**.

Your revised Annual Compensation for the year 2020-21 **Rs. 7,87,856/-**.

The details of your compensation and related benefits are enclosed in the Annexure to this letter. Kindly note that the above details are specific to India and may be subject to change in case of long term deputation on international assignments, if any.

I look forward to your continued commitment and a fulfilling career with TCS in the years to come.

Warm regards and best wishes,

A handwritten signature in black ink, appearing to read 'Milind Lakkad', written in a cursive style.

Milind Lakkad  
Chief Human Resources Officer

**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

TCS House: Raveline Street, Fort, Mumbai 400 001, Maharashtra, India  
Tel: 91 22 6778 9999 Fax: 91 22 6778 9000 website www.tcs.com  
Registered Office: Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021



: 1 :

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## ANNEXURE I

The details of your compensation and benefits are given below:

### **FIXED COMPENSATION**

#### **Basic Salary**

Your Basic Salary will be **Rs. 15,600/-** 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. Bouquet of Benefits comprises the following salary components.

#### **House Rent Allowance**

To avail tax benefit on this amount, you have to access the TRLP link in Ultimatix and submit rent receipts at least once a quarter to the Finance department of your base branch.

#### **Leave Travel Allowance**

If you wish to avail tax benefits, you need to apply for a minimum of three days of earned leave, apply in Ultimatix and submit supporting travel documents.

#### **Food Card**

You will be eligible for Food Card. It can be set up to a maximum of Rs. 3,000/- per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

#### **Personal Allowance**

This component is fully taxable. This is not a grade-linked benefit and does not accrue automatically. This allowance is subject to review and may change or be adjusted against other emoluments at a later date.

#### **Adhoc Allowance**

This component is fully taxable.



: 2 :

## **PERFORMANCE PAY**

Your performance pay will comprise of 2 parts as indicated below.

### **Monthly Performance Pay**

You will receive a monthly performance pay of **Rs. 4,900/-**.

### **Performance Bonus**

Your performance bonus will be **Rs. 4,800/-** per month and will be paid at the closure of each quarter based on the performance of the company and your unit. Additionally, the extent of your allocation to the business unit would also be a measure of your performance bonus. The payment is subject to your being active on the company rolls on the date of announcement of performance bonus.

Performance pay shall be treated in lieu of statutory profit bonus, based on the performance of the company, unit, employee and allocation.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of **Rs. 1,800/-** per month. This allowance is fully taxable, is specific to India and linked to your base location. It is subject to review and will be discontinued while on international assignments.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

You are covered by the Group Health Insurance Scheme. The insurance cover entitles your family and you towards reimbursement of medical expenses up to **Rs. 2,06,000/-** per annum per insured. This scheme also provides enhanced hospitalisation cover up to **Rs. 12,00,000/-** per annum per family, on payment of premium, as applicable. For details, please refer to the policy on HIS.

## **RETIRALS**

### **Provident Fund**

TCS will contribute 12% of your basic salary every month as contribution to the Provident Fund.

### **Gratuity**

You will be eligible for gratuity in accordance with the rules applicable.

### **Group Life Insurance**

You are covered under Group Life Insurance (GLI), the premium for which is borne by TCS. The sum assured is six times the annual compensation (CTC) with a minimum payout of INR 23 Lakhs. For details, please refer to the policy on Group Life Insurance (GLI) on Knowmax.



: 3 :

The details of your India compensation and benefits are given below, The CTC and its components are subject to review and change, based on the prevailing regulatory framework. Taxation will be governed by the Income Tax rules and the Company will be deducting tax at source as applicable.

<b>COMPONENT CATEGORY</b>	<b>ANNUAL</b>
<b>BASIC SALARY</b>	1,87,200
<b>BOUQUET OF BENEFITS*</b>	4,23,288
<b>CITY ALLOWANCE#</b>	21,600
<b>RETIRALS</b>	
Provident Fund	22,464
Gratuity	9,004
<b>PERFORMANCE PAY**</b>	
Monthly Performance Pay	58,800
Performance Bonus***	57,600
<b>TOTAL SALARY</b>	<b>7,79,956</b>
<b>INSURANCE</b>	
Health Insurance®	7,900
<b>CTC</b>	<b>7,87,856</b>
Life Insurance\$	2,780

\* Includes Personal Allowance which is not grade linked and does not accrue automatically. Personal Allowance is subject to review and may change or be adjusted against other emoluments at a later date. Refer to Table 2 for TCS Defined Structure.

# Specific to India and is linked to base location. Will be discontinued while on international assignment. Allowance is subject to review.

\*\* In lieu of statutory profit bonus, based on the performance of the company, unit, employee and allocation.

\*\*\* Performance Bonus will be paid quarterly and is subject to being active on the company rolls on the date of announcement.

® Premium for Health Insurance Scheme for self and dependants borne by TCS.

\$ Premium for Group Life Insurance (GLI) borne by TCS. The sum assured is six times the annual compensation (CTC) with a minimum payout of Rs. 23 Lakhs. For details, please refer to the policy on Group Life Insurance (GLI) on Knowmax.



**Table 2: TCS Defined Structure for Bouquet of Benefits**

<b>COMPONENT CATEGORY</b>	<b>ANNUAL</b>
House Rent Allowance	93,600
Leave Travel Allowance	15,600
Food Card	24,000
Personal Allowance	2,90,088
<b>BOUQUET OF BENEFITS</b>	<b>4,23,288</b>

To design your Bouquet of Benefits access the Link to BoB in the Global Employee Self Service Link in Ultimatix.



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20152925141/Bangalore**  
**Date: 01/06/2015**

Mr. Akshath  
"Saraswathi Sadana " House , Sacheripete PostKarkala,  
Moodbidri,  
Udupi-576128,  
Karnataka.  
Tel# 91-8105494013

Dear Akshath,

**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 **Graduate Trainee** in grade **YG**. Your gross salary including all benefits will be **₹1,86,002/-** per annum, as per the terms and conditions set out herein.

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. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.

**TCS Confidential**  
**TCSL/DT20152925141**

**1**

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,100/- 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 ₹2,840/- 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. Conveyance Allowance**

You will be eligible for a conveyance allowance of ₹800/- per month.

#### **3. 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.



#### **4. Sundry Medical Reimbursement**

You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for ₹6,000/- per annum 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 tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

#### **5. Food Coupons**

You will be eligible for food coupons of ₹500/- per month.

### **Performance Pay**

#### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,600/-. 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.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.



## **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 **₹5,000/-** per insured person and hospitalisation expenses up to **₹95,000/-** per insured person.
- ii. Premium - Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependant parents/parents-in-law or remaining children (over and above the first two 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 dependants will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for **₹7,00,000/-** 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.

\* The above Health Insurance Scheme is subject to revision.



### **Loans**

You will be eligible for loans, as per TCSL's loan policy.

### **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.

### **Professional Memberships**

You will be eligible for reimbursement of expense-s 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 CONDITION**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination 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. Disclaimer**

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment without prejudice to its other rights.

### **3. Training Period**

Continuous Learning is a way of life in TCSL and forms a critical part of your employment with TCSL. On joining TCSL, you will be given the opportunity to undergo our Initial Learning program (ILP) at Ignite, Chennai. This formal learning will add value to you as a professional and help you to excel in your career.



Formal assessments will be carried out during your learning period. The weighted average of these evaluations will be a major component of your first appraisal. 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.

You may please note that in the event of your performance during the ILP falling short of the required standard, TCSL reserves the right to either extend your ILP or terminate your services.

You will be confirmed at the end of twelve months from the date of joining TCSL. This confirmation will be communicated to you in writing. Upon your confirmation, if your services are not found satisfactory, TCSL may terminate your services by giving you one month's notice or one month's basic salary in lieu thereof.

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. However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory.

If you remain unauthorizedly absent for a consecutive period of 10 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 ILP trainees without any further intimation/separate communication to you.

#### **4. Working Hours**

You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements / exigencies from time to time.

#### **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 the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

## **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 2 years after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/- towards the training expenditure.

## **11. Overseas Deputation / International Assignment Agreement**

If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation. Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement/s. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period 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.

## **12. 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.

## **13. 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.

## **14. Notice Period**

TCSL shall give one month's notice or payment in lieu thereof if the traineeship is discontinued/terminated upon the expiry of one year. No notice or payment in lieu thereof shall be payable by TCSL when the traineeship is discontinued/terminated on account of any misconduct, either during the period of traineeship or upon expiry of the traineeship. During your tenure with TCSL, either you or TCSL can terminate the appointment by giving 30 calendar days written notice or 1 month's basic salary in lieu of the notice. You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 2 years after joining in accordance with Clause No.10.

If you are covered under Deputation Agreement/International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

## **15. 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.



#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. Submission of Documents**

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- 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.

- Standard X and XII mark sheets

- Diploma certificate and mark sheets

- Degree certificate and mark sheets for all semesters

- Birth Certificate / Proof of Age

- Work permit and/or any other documentation as prescribed by Government of India

- Passport



- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking 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 release letter from your previous employer

The original documents will be returned to you after verification.

Please note that failure to produce the prescribed set of documents before completion of your Initial Learning Program would entitle TCSL to withdraw this offer letter.

## **20. Initial Training Programme**

On joining TCSL, you will be given the benefit of formal and on the job training ("Initial Learning Programme" ) 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. 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.

## **21. 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.

## **22. 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.



### 23. 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 at its sole discretion.

### 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

**K Ganesan**  
**Global Head Talent Acquisition & AIP**



Encl: Annexure 1: Gross Salary Sheet  
Annexure 2: List of TCSL Centres



**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Akshath</b>
<b>Designation</b>	<b>Graduate Trainee</b>
<b>Institute Name</b>	<b>Others</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	7,100	85,200
Bouquet Of Benefits #	5,232	62,780
<b>2) Performance Pay</b>		
Monthly Performance Pay	1,600	19,200
<b>3) Annual Components/Retirals</b>		
Health Insurance	NA	4,500
Provident Fund	852	10,224
Gratuity	341	4,098
Total of Annual Components & Retirals	1,194	18,822
<b>TOTAL GROSS</b>	<b>15,126</b>	<b>1,86,002</b>

# 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.

Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	2,840	34,080
Conveyance Allowance	800	9,600
Leave Travel Assistance	592	7,100
Sundry Medical Reimbursement	500	6,000
Food Coupons	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>5,232</b>	<b>62,780</b>



## Annexure 2

### Regional Offices

<p><b>Ahmedabad</b>  <b>Lead -Talent Acquisition</b>            Tata Consultancy Services            Infocity, Info Tower 1, 5<sup>th</sup> Floor,            Airport Road, Gandhinagar - 382 009            Tel: 079 - 66712600            Fax: 079 - 66712601</p>	<p><b>Bangalore</b>  <b>Lead -Talent Acquisition</b>            Tata Consultancy Services            VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield,            Bangalore – 560 066            Tel: 080 – 67247000            Fax: 080 - 28410114</p>
<p><b>Chennai</b>  <b>Lead- Talent Acquisition</b>            Tata Consultancy Services            415/21-24, Kumaran Nagar,            Sholinganallur, Old Mahabalipuram,            Chennai - 600 119, Tamil Nadu, India            Tel: 044 - 66162222/62194/62195            Fax: 044 - 66162555</p>	<p><b>Delhi</b>  <b>Lead-Talent Acquisition</b>            Tata Consultancy Services            5<sup>th</sup> Floor, PTI Building, 4, Parliament Street,            New Delhi - 110 001            Tel: 011 - 66506555            Fax: 011 - 23311735</p>
<p><b>Hyderabad</b>  <b>Lead-Talent Acquisition</b>            Tata Consultancy Services            Deccan Park, No. 1 software Units Layout,            Madhapur, Hyderabad - 500 081            Tel: 040 – 66672000            Fax: 040 - 66672222</p>	<p><b>Kolkata</b>  <b>Lead-Talent Acquisition</b>            Tata Consultancy Services            11th Floor, Omega Tower, Bengal Intelligent Park,            Plot - A2, M2 &amp; N2, Block EP &amp; GP, Sector –V, Saltlake            Electronics Complex, Kolkata - 700 091            Tel: 033 – 66366000            Fax: 033 – 66366001</p>
<p><b>Lucknow</b>  <b>Lead -Talent Acquisition</b>            Tata Consultancy Services            I\1, Vibhuti Khand, Gomti Nagar,            Lucknow - 226 010            Tel: 0522 - 6661001            Fax: 0522 - 6661001</p>	<p><b>Mumbai</b>  <b>Lead-Talent Acquisition</b>            Tata Consultancy Services            Yantra Park, Opp. Voltas HRD Trg. Center,            Subhash Nagar, Pokhran Road No. 2,            Thane( West), 400601            Tel: 022 - 67782000/2222            Fax: 022 - 67782190</p>
<p><b>Pune</b>  <b>Lead-Talent Acquisition</b>            Tata Consultancy Services            Niyati Tiara, Ground Floor,            S.No 103/A/1/129, CTS 1995, Nagar Road,            Yerwada, Pune - 411 000            Tel: 020 – 66087777            Fax: 020 - 66087107</p>	<p><b>Thiruvananthapuram</b>  <b>Lead - Talent Acquisition</b>            Tata Consultancy Services            Peepul Park, Technopark Campus            Karyavattom p.o.            Thiruvananthapuram - 695 381.            Tel - 0471- 2519400            Fax - 0471- 2519499</p>

08 Dec 2020

Dear Amrith Deepak,

We are pleased to offer you the position of FINANCIAL SERVICES CONSULTANT in **Level 1** of our Company. Your initial posting will be at Kannur.

Your compensation details are as follows:

Components	Rs.Per annum
Basic	69,000
Supplementary Allowance	1,11,000
Flexible Compensation Plan	18,081
Employers Contribution to PF	21,600
Gratuity	3,319
Minimum Statutory Bonus	7,000
<b>Total Fixed Pay</b>	<b>2,30,000</b>

The Company reserves the right to conduct background checks including your antecedent, Education and employment. Your continuation in employment will be subject to satisfactory reports being received from all the above mentioned sources.

Please note that this offer is made and is valid subject to your acceptance of the term/conditions of employment with us and may be withdrawn/modified if any information or representation furnished by you is found to be incorrect or if any material information is detected by us to have been suppressed/misrepresented by you or any action on your part is found to be in contravention to the terms and conditions of employment or the Company's Code of Conduct or any applicable Anti-Bribery Law and the Anti-Corruption and Bribery Policy of the Company.

This letter is not to be construed as your letter of appointment, which will be issued separately subject to the conditions mentioned above.

The Company shall have the right to transfer you to any of its departments / offices or depute you to group companies, anywhere in India. In case of deputation to a group Company, the terms and conditions of your employment including gross salary and benefits, etc. as stated in this letter will continue to be applicable.

We look forward to your joining the company and wish you a long and successful career with the organization.

Best Regards,



**Vineet Tyagi**  
**Vice President**  
**Human Resources**  
**ICICI Prudential Life Insurance Co. Ltd.**



**Name:** Archana Hedge

**Address:** ##, Hegde Nivas,  
Manamady, Mulki,  
Mangalore - 574154,  
India

Dear Archana Hedge,

We are pleased to inform you that based on your application and the Subsequent interviews you had, you have been selected for the position of **Trainee Consultant-Talent Collaboration**.

Your joining date will be **Monday 14 June 2021**

On the first day of the employment, please report to:

**Company Address:** JoulestoWatts Business Solutions,  
Vaswani Presidio, 6th Floor, Panathur Main Road, Off Outer Ring Road, Kadubeesanahalli,  
India

**Reporting Time : 9:00 AM**

You will be paid a gross annual salary of **Rs. 2,00,000/- (Two Lakhs only)**.

Your salary composition and other details are listed in the Employment Agreement annexed to this letter. Please indicate your acceptance to the Employment Agreement by signing and returning it within seven days from the date of this letter to the following address. Please retain the second copy for your records.

**JoulestoWatts Business Solutions Pvt. Ltd**

3rd floor, Vaswani Presidio  
Bangalore - 560103

I look forward to welcoming you in our organization.

Should you need any further clarifications, please feel free to contact us.

HR Signature

Candidate Signature

**JoulestoWatts Business Solutions Private Limited**

3rd Floor, Vaswani Presidio, Panathur Main Road,  
Off Outer Ring Road, Bangalore, Karnataka- 560103

[www.joulestowatts.com](http://www.joulestowatts.com)

CIN : U74900KA2014PTC076748

## EMPLOYMENT AGREEMENT

### COMPENSATION STRUCTURE:

Your individual compensation is strictly between yourself and the Company. It has been determined based on various factors such as your job, skills, specific background and professional merit. This information and any changes therein should be treated as personal and confidential.

Your total annual CTC will be **Rs. 2,00,000/-** and its composition will be as follows:

Head	Annual	Monthly
<b>Basic Salary</b>	1,00,000.0	8,333.33
<b>House Rent Allowance (HRA)</b>	40,000.0	3,333.33
<b>Stat Bonus</b>	8,330.0	694.17
<b>Medical</b>	5,629.0	469.08
<b>Telephone</b>	12,000.0	1,000.0
<b>Leave Travel Allowance (LTA)</b>	5,470.0	455.83
<b>Gross Earning</b>	1,71,429.0	14,285.75
<b>PF Employer Contribution</b>	18,200.0	1,516.67
<b>PF Employee Contribution</b>	18,200.0	1,516.67
<b>ESIC Employer</b>	5,571.0	464.25
<b>ESIC Employee</b>	3,000.01	250.0
<b>Gratuity</b>	4,800.0	400.0
<b>Net Take Home (Varies depending on Taxes)</b>	1,44,828.99	12,319.08
<b>CTC</b>	2,00,000.0	16,666.67

1. Income Tax, Professional Tax and other applicable taxes shall be deducted from the salary on a monthly basis as per Government Policy.

The salary will be processed on 7th Working day of every month. However, if the 7th falls on a holiday, salary will be paid on the next working day. The monthly pay slips will be made available electronically.

If the joining date is after 20th of the month first salary will be processed along with the next payroll.

Salary will be disbursed on receipt of your PAN card number.



**TIME SHEETS:**

Shall send a hard copy/soft copy of the time sheets duly approved and signed by your Supervisor one business day in advance for processing salary every month to the following address:

**Joules to Watts Business Solutions Pvt. Ltd**

SJR I Park, Tower 4 Ground floor, Opposite to Satya Sai Hospital  
EPIP Zone, Whitefield, Bangalore-560066

Delay in receiving the approved time sheets will result in a delay in payment of your salary.

**STATUTORY BENEFITS:**

You will be governed as per the respective acts of ESIC, PF, Bonus & Gratuity, as per the rules in force, from time to time.

**BACKGROUND CHECK:**

The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misrepresented any information in your application for employment or have furnished any false information or have concealed / suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

**MEDICAL CHECK:**

As per the Company policy, employees are required to undergo medical check on request at authorized medical centers and submit a duly certified copy of the medical certificate.

**NO-SHOW:**

Failure to report at the specified office on the **Monday 14 June 2021** shall be deemed as "No-Show". In such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.

**JOB ROLES & RESPONSIBILITIES:**

You shall be responsible for the performance of the functions expected of **Trainee Consultant-Talent Collaboration** and any additional functions and duties that may be assigned to you in connection with the business and operations of the Company.

You shall use the best of your efforts to promote, develop and extend the business of the Company and comply with the directions and regulations of the Company at all times, and in all respects.

**REVIEW PERIOD:**

Your performance will be reviewed to consider salary revision after 12 months from the date of joining.

**ASSIGNMENT:**

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.



**LEAVE:**

You would be entitled to get maximum of 24 days of leaves per year. (pro rata bases)

**HOLIDAYS:**

As each region may have a different set of holidays, your holiday schedule will be governed by your office location.

**DOCUMENTATION:**

Upon being so required by the Company, you shall make, sign and execute all deeds, documents, and declarations as may be deemed necessary by the Company and/or its clients (including privacy and confidentiality agreements).

**INDEMNITY:**

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this agreement.

**UN-AUTHORIZED ABSENCE:**

Any absence for 3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

**CONFIDENTIALITY & NON DISCLOSURE:**

You hereby acknowledge that by the reason of your services with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its clients at substantial expense. In consideration of your services and the above disclosures, you agree that:

You will disclose to the Company all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your services with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours, at the Company facilities, or with the Company property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of services with the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with a supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into this Agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients which you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.



**NON COMPETE & NON SOLICITATION:**

You agree that during your services with the Company and continuing for a period of twelve (12) months after termination of your services with the Company, you:

- a) Will not individually or on behalf of or in conjunction with any other person or entity (except on behalf of the Company), directly or indirectly, solicit, sell to, or perform similar services as provided by or available from the Company, for any clients of the Company.
- b) Will not seek and obtain employment, training, or contract for employment or seek to serve as you or otherwise to clients of the Company, customers, accounts or prospects, without the written permission of the Company.
- c) Will not directly or indirectly solicit or hire or cause others to solicit or hire any other employee of the Company.
- d) Unless pre-approved by the Company in writing, you will not, during the period of this assignment, prepare, compile, submit or publish any articles or contribute to any other publication or television serials / films / video presentations or assist anyone directly or indirectly in this regard.

**WAIVER:**

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

**JURISDICTION:**

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Bangalore, Karnataka, India.

**LEAVING THE COMPANY WITHOUT SERVING NOTICE PERIOD:**

If you wish to leave the services of the Company, a clear written notice of 30 Days days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice.

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.

**TERMINATION BY THE COMPANY:**

The company may terminate your services with or without cause under the following conditions:

**With Cause:**The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft, fraud or deceit; (2) conduct that has an adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the company.

**Without Cause:** (a) In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with a 30 Days days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 30 Days days, calculated on the basis of the last basic salary.

(b) During probation period if the employment is terminated without Cause, the EMPLOYEE will be provided with 7 days prior written notice.



**TERMINATION BY EMPLOYEE:**

If you wish to leave the services of the Company, a clear written notice of 30 Days days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice. 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.

**MORAL CONDUCT:**

You shall not resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to your service or the service of any other employee.

**ALTERNATIVE EMPLOYMENT:**

You will be a whole time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or full time anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

**COMPANY PROPERTIES IN YOUR POSSESSION:**

You are expected to take proper care of company properties entrusted to you by the company.

In the event of your resignation/termination you are obliged to return all the company's property like access/ ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

**CHANGE OF ADDRESS:**

Any change of residential address should be intimated to the department head in writing within 3 days from the date of such change. Your address as indicated shall be the correct address for sending all communications to you unless other wise intimated in writing by you. Communications addressed to you at the above address shall deem to have been duly served.

**CODE OF CONDUCT:**

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments.

Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

**PLACE OF EMPLOYMENT AND TRANSFER:**

You acknowledge and agree that you may be assigned, or liable to be transferred or deputed from one place to another and / or from one department / unit to another or any other subsidiary /Associate Establishment/or their contractors and clients either existing or to be set up in future any where in India or abroad purely at the discretion of the management depending upon the needs and requirement of the company. On such assignment, transfer, or deputation you will be governed by the Rules and Regulations and other working /service conditions as applicable at the place of posting including to consent to add/or agree to certain other agreements.




**PROBATION:**

The Employee shall be on probation for a period of three (3) months from the date of joining. The Company shall be entitled to forthwith terminate the services of the Employee and this Agreement at any time during the probation period. The Company may in its sole discretion extend the Employee's probation period based on the Employee's performance, conduct and/or other factors as the company may deem fit. The Employee's probation period shall not be considered to be completed, unless the Employee's services are confirmed by the Company in writing by a Letter of Confirmation. Employee is not entitled for leaves during the probation period and leaves taken during probation will be considered as Loss of Pay.

**DECLARATION:**

This is to confirm that the documents and information provided by me to the Company for the purpose of my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this Agreement are fair, just and reasonable and I shall strictly adhere to the terms specified.

 _____	June 13, 2021 -----
Signature	Date





**Muthoottu**  
mini financiers ltd.

15 March 2021

**CO/HR/JJ/OL:21/1601**

**Ms. Arsha C  
Mailady, Munnad,  
Kasaragod,  
Kerala 671541**

**OFFER OF EMPLOYMENT**

With reference to your application and the subsequent interview, we are pleased to offer you employment in the position of "**Branch Executive**" (**Probation**) in **Muthoottu Mini Financiers Ltd** at our **Cherkala Branch** subject to the following terms and conditions.

The compensation package for this position as per the enclosure.

If you accept this offer, you will be on **Probation** for **one year** from the date of your joining in our service.

A detailed Appointment Order will be given to you at the time of joining.

This offer letter is valid for one month from the date of issuing.

You are directed to report to the, **Branch Head, Cherkala Branch**.

We hope you will join soon for a long and mutually beneficial relationship.

Yours truly,

**Head HR**

Copy to: 1. Personal file

E-Copy: 1. **Cherkala Branch**  
2. Regional Manager: Thrissur

**Corporate Office:**  
Muthoottu Royal Towers  
Kaloor, Ernakulam  
Kerala - 682 017, India  
Tel: +91 484 2912100  
E-mail: info@muthoottumini.com

**Registered Office:**  
Muthoottu Buildings, Market Road  
Kozhencherry, Pathanamthitta  
Kerala - 689 641, India  
Tel: +91 468 2314391, 2214946  
E-mail: mail@muthoottumini.com

CIN:U65910KL1998PLC012154

Muthoottu  
M Mathew Group



Name of the Company : <b>Muthoottu Mini Financiers Ltd</b>		
Compensation Package : <b>Cost to the company</b>		W.E.F : <b>DOJ</b>
Name : <b>Ms. Arsha C</b>		
Designation : <b>Branch Executive (Probation)</b>		Branch/Office : <b>Cherkala</b>
<b>I.Fixed Pay</b>	<b>Rupees/Month</b>	<b>Rupees/Annum</b>
i.Basic Pay	8910	106920
ii Dearness Allowance	3500	42000
iii.House Rent Allowance	200	2400
iv.Special Allowance	140	1680
<b>Total Fixed Pay</b>	<b>12750</b>	<b>153000</b>
<b>II.Statutory Benefits</b>		
<b>Employer</b>		
i.Provident Fund	1489	17868
ii.ESI	415	4980
<b>Total</b>	<b>1904</b>	<b>22848</b>
<b>Total Cost to the Company</b>	<b>14654</b>	<b>175848</b>

  
**Head HR**



Reference No. FEBNOHR/OFFER/20-21/RES02220162

Date: 17 Mar, 2021

Dear Arunkumar,

Sub: Offer Letter

With reference to the Meeting and discussion had with you, we are pleased to offer you the position of HR TRAINEE under the following terms and conditions:

**1. Salary and Benefits**

As a trainee, you are eligible for a stipend after successful and satisfactory completion of Internship with the Company.

**2. Place of work**

Your initial employment location will be Febno Kinfra Office. However, your services are transferable to any place in the country or its subsidiary client location, at the sole discretion of the management.

**3. Working Hours**

The timings will be based on process / program requirement as and when explained by your superiors. The company office hours are 9am to 5.30 pm, which are currently 6 days per week.

**4. Job Assignment/Reporting**

In your assignment, you will be responsible for the duties of a HR Trainee and will explain in further discussion. You will report directly to the Manager nominated by the management.

**5. Internship, Confirmation & Termination**

- 1) You will be on internship for a period of 3 months from the date of your appointment, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. The management reserves the



right to reduce, dispense with or extend your probation period at its absolute discretion.

2) (a) During the period of internship or the extended period of internship, an Employee will be liable to be discharged from the company's services at any time with 30 days prior notice and without assigning any reason. An Employee also bound to provide the company with 60 days' notice during which period he / she may have to actually work. The company does not encourage adjusting notice period against either leave or forfeiture of salary.

(b) The company will have the right to terminate your employment without notice or payment of salary in lieu thereof if:

- You commit any breach of your duties and responsibilities under this contract of service.
- You are guilty of any gross default or misconduct, which contravenes the expressed or implied conditions of your employment; and
- You commit breach of any of the terms of clause 7 of this letter.

## 6. Absence without Notice

Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

- a) Return to work within 3 days from the commencement of such absence, and
- b) Provide satisfactory explanation to management regarding such absence.

## 7. Non-Disclosure Agreement

During the course of your employment with us you will have access to confidential/proprietary information about the organization, its clients, its business transactions, and associated companies. You shall not either during or subsequent to your course of Employment disclose any such confidential/proprietary information of the company to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this organization trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of this organization. Employee's obligation to maintain the confidentiality and security of



Confidential/Proprietary information remains even after Employee's employment with Company ends.

Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to organization that you may have obtained during the course of your employment.

Prior to joining organization, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

## 8. Employment Regulations

Whilst employed with the company:

- You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the Company;
- You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.
- You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm having business transactions with Organization.
- During your employment, you will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment.
- You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the company.
- Your Releasing / Resignation from Febno's Service will be entertained only after completion of any on-going project or on complete hand over of the project to a concerned person represented by Febno.
- Your Relieving and experience letter will be provided after successful completion of 15 months of Service (3 months of Internship + 12 months of regular employment) with the Company.

## 9. Date of Joining

You are required to join on a date to be confirmed by the management



**10. Acceptance**

- Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.
- If you fail to indicate your acceptance within a week from the date of sending this letter, this offer of employment will be deemed to have been withdrawn and cancelled.

All other terms and conditions will be governed by the Company's policies as stated from time to time.

We look forward to your joining us for a long, successful and mutually beneficial association

With Best Regards,

Dhanya V K  
HR Officer

A handwritten signature in black ink, appearing to read 'Dhanya V K', written over a horizontal line.

-----

I accept the above referred Pay and Benefits, and the General terms and conditions of Employment.

Signature.....

Date:

Name: .....

Dear Applicant,

Enclosed herewith are the terms and conditions of the appointment and the code of conduct applicable to all employees of the Company. Please return a signed copy of this letter in confirmation of your acceptance of the enclosed terms and conditions and code of conduct.

You acknowledge and agree that this appointment is made subject to verification of your educational qualifications, previous employment history, references, other checks, etc. to the satisfaction of the Company. In the event the Company receives any adverse finding regarding your past personal/ employment/ educational history, credit or any other finding which in the opinion of the Company renders you unfit for employment with the Company, the Company reserves the right to withdraw the offer made to you or terminate your employment with the Company forthwith in case you have joined the services of the Company prior to the Company receiving such report.

### **TERMS OF EMPLOYMENT**

#### **Salary and Perquisites**

During the term of your employment with the Company, you will also be covered under Group Hospitalisation Insurance and Personal Accident Insurance subject to the terms of the Insurance Policies availed by the Company for this purpose.

Salary will be payable monthly on the last day of each month and the same is subject to deduction of Income Tax and other statutory deductions at source. In case last day of the month is a holiday/Saturday/Sunday, the salary payout date shall be preponed accordingly. Salary will be paid into a bank account, which will be opened in your name with a bank as advised by the Company.

The details of allowances and perquisites payable to you on commencement of your employment are listed in the Annexure 1, however please note that the same are subject to change depending on changes to applicable laws and/ or policies of the Company. Please note that these perquisites are being provided in lieu of this employment contract and there will be no additional perquisites / allowances which will be provided to you in addition to those listed in the Annexure 1.

The Company may at its sole discretion introduce incentives and/or performance linked bonus/ variable pay schemes for employees or particular categories of employees, details of which will be communicated. The Company reserves the right to amend/ discontinue such incentives and/ or schemes as per business requirements. These incentives will also be paid in lieu of this employment contract and will form part of the compensation of the employee.

The Company will undertake review of remuneration paid to employees and will notify employees of amendments/ revisions if any, for the same. Such review will take due consideration of, amongst other things, employee's performance, Company's performance, inflationary/ deflationary conditions, market and other economic pressures impacting the Company and its employees.

Any Income tax liability or any other fiscal liability including statutory charges arising as a result of your employment with the Company, will be borne by you and the Company shall in no event be liable for payment of these taxes or any other charges of this nature either during the period of your employment with the Company or after its cessation.

## **Background Verification**

As part of enhanced due diligence, the company reserve its right to get the background verification done for its employees which may also involve taking services of a third party. Any negative verification arising thereof, including but not limited to submission of forged and fake documents and mis-representation of information may invoke legal actions including but not limiting to termination of services with immediate effect.

As part of your joining process, you have submitted your KYC & joining related documents to the Company which shall be verified during the background verification mentioned above. The acceptance of this appointment letter by you will therefore be construed as your explicit consent towards getting your KYC & joining related documents verified as permitted by the prevalent laws. Further, to verify your credentials, the company or an external agency (duly authorized on Company's behalf) may communicate with you and your references via phone calls, sms, emails, etc.

## **Retirement Benefits**

For the purpose of determining the retirement benefits payable to you on your retirement or separation from the Company, your employment shall be deemed to have commenced from the date on which you join the Company.

A deduction at the rate of 12% of your Basic Salary will be made each month, from the date you join the Company towards your Provident Fund contribution. An equal amount of contribution shall be made by the Company.

You will be paid gratuity as per the provisions of the Gratuity Act 1972. As per the current provisions of law, an employee will become eligible for Gratuity on completion of 5 years of continuous service with the employer. Fifteen days basic Salary will be paid as gratuity for each completed year of service as per the provisions of the Act.

## **Probationary Period**

You will be on probation initially for a period of six months w.e.f. the date of joining. Your performance during the probation period will be assessed for offering you a confirmed employment with the company. You will be confirmed based on the evaluation of your performance by your immediate superior along with the confirmation letter. Your probationary period may be extended for a further period of up to 6 months, should the Company be of the opinion that such further time is required to evaluate your suitability for confirmation. This shall be intimated to you by a written communication.

## **Leave**

You will be entitled to 25 working days annual/ privilege leave per annum. You are advised to avail all 25 working days leave each year. You will be permitted to carry forward 20 days of leave to the next leave calendar year. You can accumulate a maximum of 50 days leaves in Carry forward account. Leaves in the 'annual leave carry forward' account cannot be used to offset notice period. A maximum of 5 days, post adjustment in the 'annual leave carry forward' account, will be encashed in the month of October. Employee's current basic salary will be used for calculating the leave encashment subject to applicable taxes.

In case of resignation from the services of the Company, the unutilized annual leave for the year shall be encashed on a prorata basis. In case of dismissal leave shall not be encashed.

An employee joining the services of the Company during the leave calendar year, will be entitled to prorated number of leaves corresponding to the period served by him/ her with the Company in that leave calendar year.

The retirement benefits and leave encashment paid to the employee at the time of retirement should also be treated as compensation paid to the employee pursuant to this contract of employment.

Notwithstanding anything mentioned hereinabove, the number/ conditions of the leaves mentioned above, may be altered by the Company from time to time subject to applicable laws.

### **Maternity Leave**

Female employees, who have completed a minimum of 80 working days in the organization or have worked for atleast 80 days in the 12 months immediately preceding her expected date of delivery, will be eligible for "Maternity Leave" at full pay. If the employee has not completed the minimum days at the time the employee commences the "Maternity Leave", the same will be without pay. However, the employee will start receiving "Maternity Leave" with pay from the day after the employee completes 80 days.

Eligible female employees may take paid Maternity Leave up to a maximum of 26 weeks for each delivery (twins will be considered as one delivery). Employee cannot avail more than 8 weeks before the expected date of delivery.

In case of Miscarriage, or medical termination of pregnancy, the eligible employee can avail leave with pay for a period up to 6 weeks immediately following the date of miscarriage or medical termination of pregnancy, basis the medical documents submitted by the employee from a certified practitioner on each incidence.

Reimbursement of hospitalization expenses under Maternity will be covered separately under the Hospitalization Policy.

### **Surrogacy Leave**

At Canara HSBC OBC Life Insurance Company Ltd., we strive to continuously review our policies to reflect current employee requirements and bring in innovative solutions to provide requisite support in our ever evolving landscape.

In the event of a female employee opting for child birth through surrogacy, she will be entitled to 12 weeks of continuous leave from the date the child is handed over, subject to relevant documents submitted.

### **Adoption Leave**

Adoption Leave can be availed for adopting a child under six years of age. Employees are eligible for adoption leave up to a maximum of 12 weeks during their career with the Company, provided not more than one month is taken at a time.

Entitlement to adoption leave will remain the same irrespective of the number of children that are expected to be, or are, adopted by the employee. Annual Leave when combined with adoption leave will be granted at the discretion of the Function Head/Head of the Department.

An employee can choose to commence adoption leave period on the date the child is handed over, or a predetermined date that is no earlier than 14 days before the adoption date.

## **Retirement Age**

Normal retirement in the “Company” is at age 58. Your employment will terminate automatically at the end of the month in which your 58<sup>th</sup> birthday falls, unless you are otherwise advised by the Company in writing. You may also be liable to earlier retirement if found to be medically unfit by the Company’s medical examiner.

## **Hours of Work**

Normal working hours are 8 hours a day excluding one hour’s lunch break, **six days a week from Monday to Saturday (on all working days) excluding two Saturday in a month.** You will appreciate that business requirements may require that you also work outside these hours and/or to vary your working hours to meet such exceptional requirements of the business. You are therefore expected to be flexible as to timings of work.

## **Absence From Work**

No salary will be paid for periods of unauthorized absence. Subject to you following the absence rules as may be prescribed by the Company, normal pay will be continued during periods of authorised absence due to sickness, subject to Company’s discretion.

Without prejudice to the provisions noted above, any unauthorised absence from duties may also be deemed to amounting to dereliction/ abandonment of duties and may also render you liable for appropriate disciplinary action as per the disciplinary action policy of the Company.

If you are accused/arrested for criminal offence outside employment and for any other such reasons you are unable to report to work for 7 days and/or are unable to perform duties, then the Company shall be free to terminate/separate the services without notice.

## **Code of Conduct**

Your appointment with the Company is subject to you agreeing to abide by the Code of Conduct and other relevant policies and procedures of the Company, as amended from time to time at the sole discretion of the Company.

In this regard the Anti-Fraud policy of the Company prescribes minimum standards and requirements that the Company and all its staff must adopt, in order to implement an effective fraud risk management framework, in-line with the regulatory directives and Company’s risk appetite. This policy shall be read in conjunction with other relevant and applicable Company policies like Whistleblower Policy, Standards of Business Conduct, Gift Entertainment & Anti Bribery policy which shall cater to applicable/ relevant requirements specified under the Anti-Fraud policy.

## **Confidentiality**

It is a condition of your employment that you will not, either during your employment or after it terminates without time limit, for any reason and in any manner whatsoever for your own purposes or for any purposes other than in the proper performance of your employment or as required by law, use, act upon or divulge to any person, company or other organisation any trade secret or confidential information belonging to the Company, its Customers, employees and itself or information which constitutes a trade secret acquired or discovered by you in the course of your employment with the Company, relating to the private affairs or business of the Company or their clients, management or employees.

## **Intellectual Property**

If at any time during your employment you make an invention, create or make any discovery, design or other work, or generate any idea, method or information relating to the business, finance or affairs of the Company you are obliged to disclose full details to the Company who will own the rights to such work. You are obliged, at the request and expense of the Company, to do all things necessary to vest all right, title and interest therein in the Company at no charge. These obligations continue in force even after the termination of your Employment.

## **External Interests**

On commencement of employment with the Company you will be required to disclose on your own behalf, full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; involvement in any business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company.

You will also be required to make the same disclosure periodically as may be required by the Company. During your employment you may not (except with the written permission of the Company) whether alone or on behalf of or in association with any person be directly or indirectly engaged, concerned or interested in any capacity (whether as an employee, officer, agent, trustee or otherwise) in any other trade, business or profession other than the business of the Company. Any mis-representation of information in this regard may invoke appropriate disciplinary actions including but not limiting to termination of services with immediate effect.

## **Documents and Other Property**

On termination of your employment for any reason (or earlier if requested), you will immediately deliver to the Company originals and copies of all documents, accounts, hard disks/ laptops / Tablets (as applicable) and printouts and all other property/ assets in your possession or control which belong or relate in any way to the business of the Company / its Customer's / Employee's.

## **Non-Solicitation**

Without the prior written consent of the "Company", you shall not for a period of three months after the cessation of your employment with the "Company" (howsoever that comes about) directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person which is wholly or partly in competition with any business carried on by the Company, its subsidiaries or associated Companies;

(i) solicit, induce, entice away from the Company, its subsidiaries, group or associated Companies or employ, engage or appoint or in any way cause to be employed, engaged or appointed, any person employed or engaged by the Company, its subsidiaries, group or associated Companies, or

(ii) canvass, solicit or approach or cause to be canvassed, solicited or approached any client or customer of the Company, its subsidiaries, group or associated Companies about whom you have gained knowledge as a result of your employment with the "Company" during the currency of your employment with the Company for the sale or supply of products or services which are materially similar to or competitive with any products or services sold or supplied by the Company, its subsidiaries, group or

associated Companies where you have gained knowledge as a result of your employment with the Company of such products or services being so sold or supplied.

Each of the above restrictions is intended to be separate and severable: if any restriction is held to be unreasonably wide but would be valid if part of the wording were deleted, such restriction will apply with so much of the wording deleted as may be necessary to make it valid.

### **Outside Employment**

During your employment you shall devote the whole of your time, attention and ability to the business and affairs of the Company and shall use your best endeavours to promote the Company's interests. You shall not without the previous written consent of the Company be concerned or interested directly or indirectly in any way in any business other than that of the Company or accept remuneration for any other employment or service whatsoever, except that you may hold shares or securities in any Company which is listed on a recognized stock exchange or dealt in publicly. Any mis-representation of information in this regard may invoke appropriate disciplinary actions including but not limiting to termination of services with immediate effect.

### **Secrecy**

You shall not either during the continuance of your employment with the Company or after its cessation for any reason whatsoever, except in the proper course of duty or with the prior written consent of the Company, divulge or make use of any secrets or of any correspondence, accounts, information, connections or dealings whatsoever relating to the Company, its subsidiaries, group or associated Companies or of any customer/ employee's or correspondent of any of them or of any knowledge gained in relation thereto during the term of employment and shall not alter, obliterate, spoil, destroy, waste, embezzle, spend or without the express written consent of the "Company" take away from the custody of the Company any books, papers, writings, accounts, money or other property in physical or electronic form, of the Company, its subsidiaries, group or associated Companies or of any customer or correspondent of any of them.

### **Unauthorized Software and Systems Access**

You are required to sign a declaration concerning the Company's policy and rules on the above. A copy of this declaration is enclosed with this letter for your signature and return.

### **Information Security & acceptable usage guidelines**

Under the Company's policies, all employees have a responsibility to ensure that Customer/ Business / employee data is accurate and kept secure. Unauthorized disclosure of sensitive & sensitive personal data (internal or restricted or highly restricted information) is a serious offence and can result in disciplinary action including but not limiting to termination from employment and/or prosecution. Therefore, you must ensure that at minimum you comply with the following requirements at all times:

- i. You should ensure that Company's information assets are used in an ethical manner only for the intended business purposes; towards serving the interests of Company.
- ii. Computer terminals shall always be locked when not around
- iii. Sensitive documents & Computer media shall be stored in suitable locked cabinets when not around.
- iv. Sensitive documents shall not be left unattended on printer tray.
- v. Any paper document containing restricted or highly restricted information when required to be disposed, shall be shredded.

- vi. You should not share business, Customer, Employee sensitive information outside the Company or to individuals without any valid business need via any mode whatsoever eg. E-mail, removable media, internet, print-outs etc.
- vii. You shall not solicit for political, personal, religious or charitable causes or other commercial ventures outside the scope of your employment and the user's responsibilities towards Company.
- viii. Password shall be kept confidential at all times.
- ix. While connecting to Company's network remotely, you shall keep your login id, password and token/ session code confidential at all times.
- x. You shall at all times preserve confidentiality & integrity of digital signatures wherever required owing to a business need and be responsible for its custody, safekeeping, usage & timely renewal.
- xi. You shall ensure a need based access while approving access requests for your team members and intimate HR with respect to user's LWD upon resignation / in case staff has absconded without intimation. Further you must ensure that access recertification exercise are taken with utmost seriousness and completed within timelines prescribed. Please ensure that with respect to contractual/ vendor staff / interns working in your function under you do ensure to timely notify IT function with respect to their last working day to ensure timely access revocation.
- xii. You shall at all times follow Information classification, labeling & handling guidelines giving due regards to sensitivity of information
- xiii. You shall not compromise the security of information contained on various information assets. In case of a security override, ensure usage of information asset is governed by business need basis which security override was approved. Further you shall not undertake any action to circumvent secure configurations enabled & controls deployed to safeguard the confidentiality, integrity & availability of information inline with Company's Board approved Information & Cyber security policy. The same has been uploaded on the Company's Intranet portal.  
Employees are periodically apprised of the changes made and are further requested to go through the same in detail, be aware of its requirements and comply with the same.
- xiv. Not to use any external media (USB drives, memory cards, etc.) on Company's assets unless authorized basis an approved Security Override request.
- xv. You shall not use any open source software / freeware unless the same has been approved pursuant to a business need after following Company's open source software / freeware process.
- xvi. To follow and abide by the requirements emanating from Company's Information and Cyber security policy & applicable procedures at all times.
- xvii. Prompt & immediate reporting of any security & fraud risk related events/ incidents including loss of assets such as laptops & devices configured with BYOD (Bring your own devices) services to IT team as well as Information Security team

Many employee details are maintained on a computerized database. A copy of your details will be forwarded to you from time to time and, in accordance with Company policies a copy will be made available on written request.

Under the Company's policies, it is important that confidential personal records are maintained as accurately as possible. You must notify the Company in writing of any change in your personal circumstances, such as your address, contact details, marital status, birth of children, attainment of professional qualifications, and so forth.

#### **Reporting of security vulnerabilities, suspicious/ fraudulent events:**

Should you become aware of any security vulnerabilities or any suspicious/ fraudulent events in the course of your employment with the Company, do not try to exploit the said vulnerability or participate in such fraudulent events/ transactions, instead please report the same immediately on [sfr@canarahsbclife.in](mailto:sfr@canarahsbclife.in).

The Company may appropriately reward such individuals basis the severity of the event. The Company may further issue applicable directives in this regard towards its responsible disclosure. As such all employees are required to participate & make optimum use of the same.

## **Privacy:**

The Company shall deploy reasonable security controls to preserve the Confidentiality & Integrity of your sensitive information; however the Company reserves the right towards monitoring usage of information assets allocated to you / any of your personal assets used for official communication / for fulfilling day to day business needs (Eg. mobile phones, Tabs, BYOD devices etc) for requirements outlined above. The same might be called in question for further scrutiny/ forensic study by the Company to check its compliance & detect any unlawful activity or to respond to legitimate requests arising out of any legal proceedings.

The Company does not encourage recording of conversation or sharing of the same without the consent of the other party unless undertaken pursuant to any investigation by limited/ select individuals/ departments entrusted for the same. Any such unlawful instance, if reported, will be considered as breach of code of conduct of the organization and will be reviewed as per the disciplinary action policy.

## **Change Management**

Please note that the requirements listed herein pertaining to Security & Fraud risk are subjected to change depending on changes with respect to applicable laws, regulations and/ or Company's Information & Cyber security related policies & procedures. The terms & conditions outlined herein have to be read in conjunction with applicable Information & Cyber security policy & related procedures and applicable laws & regulations. You are requested to be aware of communications sent by the Company in this regard with respect to existing policy & procedures including changes made therein and ensure compliance with the same at all times.

## **Performance**

The employee is expected to achieve the goals as set out in **Annexure 2**. The goals are set basis business requirement and are subject to change anytime during the course of employment. In such cases the employee is required to achieve such modified goals, which are intimated to him/her. In future if the employee is assigned to any other role basis any internal job postings, then the performance goals will be set in accordance to the job profile of that role.

If the employee fails to achieve/adhere to the goals any time, then the Company will have the right to move such employee to the Performance Improvement Plan (PIP) and his/her performance will be assessed as per the prevalent PIP guidelines.

## **Notice of Termination**

In the event of, either the Company or you, wishing to terminate your employment before the normal retirement age, one month prior notice in writing, will have to be served by either party. In cases where the Company wishes to terminate your employment before the normal retirement age, the Company may at its, sole and absolute discretion, do so by paying you one month basic salary instead of giving one month notice. Notwithstanding anything to the contrary, the Company at its sole discretion, reserves the right to refuse waiver (full or partial) of the unserved notice period in lieu of any payment towards the same if the circumstances so warrant.

Further the Company shall have the absolute discretion to reject/ accept resignation, including conditional acceptance, in case a disciplinary action is being contemplated or pending at the time of resignation.

If an employee commits any breach of the Code of Conduct or the Company has reason to believe that his/ her conduct is detrimental to the interests of the Company, his/ her services will be terminated by the

Company without any notice or payment in lieu thereof.

**Disciplinary Action**

Your confirmation of acceptance of these terms and conditions of employment and the code of conduct enclosed herewith is the essence of this contract of employment, and any breach or attempted breach on your part of any contents hereof or of the code of conduct shall entitle the Company to initiate such disciplinary action as it may deem fit, including termination of employment without notice or any payment in lieu thereof.



**PRIVATE AND CONFIDENTIAL**

Date: May 31, 2021

**Mr. Bharath Mallaya B**

Kuldeep, Near Gurji's Book House Marketroad,  
Karkala  
Karkala, India-574219

**EMPLOYMENT AGREEMENT**

Dear **Bharath**,

Further to the recent meetings and discussions you had with us, we are now pleased to offer you an appointment with **Outsourcepartners International Private Limited** ("the Company") to the position of **Associate - FAO at Band A1**, on the terms and conditions set out herein after:

**1 EMPLOYMENT**

1.1 Your effective date of joining shall be no later than : **March 25, 2021**

1.2 Your employment with the Company is subject to:

- (i) The accuracy and authenticity of the testimonials, documents and information provided by you to the Company. The Company will get authenticity of aforesaid, and of the personal and employment details, provided by you to the Company, validated, either internally or through any external agency engaged by the Company, and by accepting this offer, you hereby agree that you have no objection, and you unconditionally consent, to the same and grant Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to you and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to you and/or without your further or additional consent.
- (ii) Your being free from any contractual or legal restrictions preventing you from accepting this offer or starting work on the above-mentioned date;
- (iii) On our receiving two satisfactory references; and
- (iv) Your fully and truly disclosing on your own behalf and, if married, on your spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusts; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, you hereby agree to withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.
- (v) If you breach, fail to fulfill or comply with any of the aforesaid conditions, this offer shall stand revoked automatically without any further reference or notice to you (whether you have accepted it or not) and, if you have already commenced employment with the Company, such

employment will automatically terminate without giving you any claim for compensation or damages, but without prejudice to the Company's rights and / or remedies against you.

### 1.3 Probation:

- (i) You will be on probation\* for a period of 180 Days from the date of joining which can be extended by the company at its sole discretion in case your performance does not meet requisite standards or for any other reason as deemed fit or proper by the company. At the end of the probation period your services with the company would be deemed confirmed unless specifically extended by the company in writing, within the said period of 180 Days

\*No probation period for Band D and above

(ii) During the period of probation including during the extended period of probation, *if any*, your services are liable to be terminated by either party at any time without cause with 15 (fifteen) days written notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over and/or knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client or work commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

- (iii) In case, during your notice period, you abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

(iv) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without limitation client requirements or any security reasons or any productivity issues or your presence on Company premises including without limitation on the production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation. Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

- (v) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts, it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media, or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.



(vi) Waiver of notice period is at the sole discretion of the Company. If Company exercises such discretion then notice period shall be waived of by the Company in writing only therefore any verbal assurance given by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.

## **2 PLACE OF POSTING**

- 2.1 Your initial place of posting shall be at **Bengaluru, Karnataka**. However, your services are transferable to any other another place either in existence now or which would come into existence henceforth. You may be transferred within India or outside India to serve the Company or any of Company affiliates. You may be transferred to any of Company's or its affiliates existing offices or locations anywhere or to any of the future offices or locations which may come into existence or may get acquired henceforth / any-time in future. It is a condition to your employment that you comply with any such requirements of the Company. The transfer will not deem to constitute a change in your conditions of service. The Company will not be responsible for any of your acts leading to any action against you as per the law of the country or state you have been deputed or transferred to.
- 2.2 You may however also be required to work at any other place that the Company may deem fit and as may be required from time to time. You may also be seconded, deputed or transferred to any other company associated to the Company or to Company's clients' or clients' customers offices whether in India or abroad.
- 2.3 Your place of work shall change in case of any relocation of the Company's offices, for which you shall not be entitled to any additional compensation.
- 2.4 Actual work timings and shifts may vary from time to time based on business and client / client's customer service requirements. The Company reserves the right to change the working hours at any time and employee will be advised of the changes in advance. An employee is expected to work in any shift including in night shift as may be assigned to him/her by the Management.

## **3 PERFORMANCE OF DUTIES**

- 3.1 You shall be assigned with all the duties and responsibilities of the **Associate - FAO at Band A1** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
- 3.2 You shall, at all times, be required to carry out the duties and responsibilities assigned to you by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Company.
- 3.3. This offer is made on the clear understanding that your employment is on whole-time basis and that you shall not undertake any other part-time or full-time work or any independent assignments, without the prior authorized and specific written consent of the Company. You shall not, during the term of your employment engage directly or indirectly, whether part-time or full time, whether for profit / commercial interest or otherwise, in any other employment, business, occupation, profession, vocation or activity, whether as a principal, agent or otherwise, which whether or not be detrimental, whether directly or indirectly, to the Company's interests. Any engagement by you as aforesaid shall be construed as dual employment and you shall be liable to face strict disciplinary action for the same, which may go up to termination of your employment without any compensation or damages to you. Further, Company reserves the right to seek injunctive relief against you and to claim from you the damages, losses, costs or expenses suffered, sustained, incurred or paid by the Company.

- 3.4 You shall use the office of the Company only for rendering such services for which you have been appointed.
- 3.5 You are expected to attend office, except when traveling on business, during the working hours/shifts as may be decided by the Company. The Company practices a 48-hour work/week for all staff and management employees. You may be called upon to work in any of the shifts depending on the business and customer service requirements. Actual work timings and shifts may vary from time to time based on business and customer service requirements. By accepting this offer, you hereby agree to work in any shift including in night shift as may be assigned to you by the management. In case you, for the reasons attributable to you, work for less than 8 / 9 hours a day (*as the case may be depending upon your location of work*), it would be treated as absence from duty and your wages / salary shall be deducted accordingly.
- 3.6 You shall first apply for leave and get it sanctioned from your supervisor before proceeding on leave. Any leave taken by you otherwise shall not be taken cognizance of and your supervisor shall be entitled to mark you as 'absenting unauthorizedly'/'on unscheduled off'. Any sick leave of over three days' has to be supported with medical certificate, fitness certificate and other medical documents including prescriptions, medicine bills, reports and records to support your sickness and treatment. Any emergency leave shall be informed by you personally to your supervisor over a phone (not via sms) at least six hours before your shift time otherwise you would be marked as 'unauthorized absence /'or unscheduled off'.
- 3.7 The employees shall be entitled to their monthly emoluments only if they give the normal production/output and perform work according to their scheduled working hours. In case, therefore, the employees resort to go-slow and/or intermittent stoppage of work, or slow-down or work-to-rule, or absent from duty, which shall include employee's absence from the place or places where, by the terms of his/her employment or Company's instructions, he or she is required to work (the employee shall be deemed to be absent from the place where he/she is required to work if, although present in such place, he/she refuses, defaults, omits or neglects to carry out his/her work), or the like, such employees shall be entitled to receive wages/salary only in proportion to the production/output given by them / hours during which they have actually performed normal work. This is without prejudice to the right of the management to effect penal deduction of wages/salary under applicable law or this Employee Handbook.
- 3.8 You shall use client provided / allotted e-mail for rendering services to client only or strictly for client related official work only. Such e-mail shall not be used by you for any other purpose including without limitation for applying for leave, for tendering your resignation, for raising any grievance, etc. Further, you shall not communicate with the client or with client customers' directly via any mode or medium whatsoever unless prior written specific authority is provided to you by the Management.

#### 4. **Background Verification**

The Company will get employee's background verified either internally or through any external agency engaged by the Company. By accepting the employment offer, employee agrees that he/she has no objection, , to any such background verification and grants the Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to employee and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to employee and/or without further or additional consent from an employee.

## 5. External Interests

Every employee shall fully and truly disclose on his/her own behalf and, if married, on his/her spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusteeships; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, employee shall withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.

## 6 COMPENSATION

- 6.1 As compensation for services to be rendered, you shall be paid a Basic Salary of **Rs. 180,000** per annum. The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month but before expiry of the 7<sup>th</sup> day of the succeeding calendar month. Other allowances and benefits payable shall be as detailed in Appendix 1 hereto.
- 6.2.1 The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.
- 6.2.2 The compensation paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of any other allowances.
- 6.3 By accepting this offer you authorize the Company to deduct from your remuneration including on termination of employment (including from salary, salary in lieu of notice, holiday pay, allowances, discretionary bonus (*if any*), etc.) all debts owed by you to the Company or any of its group or affiliate companies or any fine or recovery imposed by the Company including pursuant to the Company's disciplinary procedure or to deduct any amount for absence from duty or for notice period not served by you or for damage to or loss of goods or Company assets or for recovery of advances or loans, etc.

## 7.. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, employee relations, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company or to Company employees, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality and Non Compete Agreement' in the form annexed to this letter.
- 7.2 You undertake not to make copies or duplicates of any Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards,

diskettes, programs, photographs or such other proprietary information relating to the Company's business.

- 7.3 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.
- 7.4 You agree and confirm that the terms and conditions of this Clause 5 shall survive the termination or discontinuation of your services with the Company.

## **8. INTELLECTUAL PROPERTY RIGHTS**

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by you, either individually or jointly with others, during your employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. You agree to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such Inventions, information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws or applicable Indian laws (or any other applicable law). If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by you during the performance of your services as an employee of the Company.

## **9. DISCIPLINARY ACTION PROCEDURE**

Any breach of the Company's Code of Conduct, policies, etc., or any act of omission or commission constituting misconduct, or failure to attain or maintain a satisfactory work standard, by any employee will be regarded as a disciplinary or capability matter. The procedure for such misconducts, matters or offences including major misconduct shall be as set out under the Code of Conduct and/or Progressive Disciplinary Policy. If you are accused of misconduct, you shall be liable to be suspended from service pending or in contemplation of enquiry. During suspension, you shall be entitled only to a subsistence allowance at the rate described in the attached Appendix - 2, forming an integral part & parcel of this employment agreement. The rate of subsistence allowance, as described in Appendix - 2, is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply. If you are found guilty of any charge of misconduct, you shall be deemed to be absent during the suspension period and not be entitled to any compensation, remuneration or other amount except the subsistence allowance paid / payable. In the enquiry, you may bring only a co-employee (who is not accused of similar charges) to represent or assist you. In no case would you be entitled to bring any outsider who is not employed with the Company, to represent or assist you at such enquiry.



## 10. CODE OF CONDUCT

You shall abide and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this employment agreement. The Code of Conduct may be changed at any time at the discretion of the Company and the changed Code of Conduct shall thereupon bind you. You will also carry out and abide by any instruction, policy issued by the Company from time to time.

## 11. LAY OFF, TERMINATION OF EMPLOYMENT AND RETIREMENT

- 11.1 The Company may, in the event of shortage of orders, finance, stores, power, etc., or, breakdown of machinery, equipment, communication or network systems, etc., or any serious technical issues, or any restrictions or the like placed by the Government or any statutory authority or the like, or seasonal variations or adverse climatic conditions or the like, or fire, catastrophe, civil commotion, epidemics, natural calamity, disaster, strike or slowing down of work on the part of employees, or any other sufficient cause of any nature whatsoever, temporarily stop work in any department / unit of the establishment or part thereof and lay-off any employee or employees concerned (including you), continuously or intermittently, for such period(s) as deemed necessary by the Management Company.

During any period or periods of lay-off, you shall not be entitled to any wages or compensation except compensation under any applicable law; provided that, in case of lay-off for more than 45 days during any period of twelve months, no lay-off compensation, in any case, shall be payable to any employee after the expiry of the first 45 days of lay-off, whether continuous or intermittent, which you are hereby deemed to have specifically agreed to by accepting the offer of appointment and remaining in the service of the Company.

- 11.2(A) After completion of the Probationary period, either the Company or you may at any time terminate this agreement without cause by giving in writing to the other party 45 (forty-five) days notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over / knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice, and withhold your relieving and experience letters. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

- 11.2(B) In case you, during your notice period, abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

- 11.2(C) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without

limitation client requirements or any security reasons or any productivity issues or your presence on the Company premises including without limitation on production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation. Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

- 11.2(D) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.
- 11.2(E) Waiver of notice period is at the sole discretion of the Company. If Company exercises its discretion then waiver of notice period shall be in writing only therefore any verbal assurance by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.
- 11.2(F) After notice of termination, you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.
- 11.3 Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company. The Company reserves the right not to relieve you of your employment in the event that all the Company's documents / property / Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.
- 11.4 The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties at premises other than those referred to in paragraph 3.1 above, or to carry out no duties, and to instruct you not to communicate with clients, client's customers, employees, agents or representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period. You shall not be entitled to engage in any other employment, work or business during the notice period. You shall not be entitled to take any leave (unless applied for and permitted in writing, and sanctioned, by the management and on such terms & conditions as may be prescribed by the management) during the notice period. Any leave sanctioned by the management shall result in extending your notice period by number of days you had taken the sanctioned leave.
- 11.5 You shall retire on your 60<sup>th</sup> birthday or the last day before that, if your birthday does not fall on a working day.
- 11.6 In addition to all the rights of the Company provided for in this employment agreement and under law, the Company may terminate your employment forthwith in any of the following circumstances:
- (i) Breach by you of any of the terms of this employment agreement;
  - (ii) Breach of any clauses of the Company's Code of Conduct as referenced in clause 8 hereinabove;
  - (iii) Unauthorized absence beyond a period of 5 (five) consecutive days;

- (iv) Inability to perform your duties beyond a period of (30) days, whether on medical grounds or on any other grounds;
- (v) Physical or mental incapacitation to perform your duties;
- (vi) Any misrepresentation by you to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;
- (vii) Commission of any act detrimental to the interests of the Company;
- (viii) Commission of any act of moral turpitude;
- (ix) Major misconduct;
- (x) Commission of an act of insolvency;
- (xi) Conviction in any court of law for the commission of any crime; or
- (xii) Your performance is continuously measured as below expectation for a period of two months, despite due training.
- (xiii) Either refusing to appear for a drug test as per company policy or failing to clear the drug test.
- (xiv) Breach of Information Security Guidelines

Every EXL employee must be aware of their individual responsibility to maintain compliance with Information Security, Cyber Security and Data Privacy policies and undergo periodic trainings and awareness in this area. All employees must refer to Information Security & Data Privacy Policy to understand the Company's requirements with respect to the collection, storage, use, transmission and disposal of information in electronic, voice or tangible written forms. The policy also details out guidelines for laptop users, access control, Email access, password management, Blackberry and PDA usage and maintaining clean desk. All the employees of EXL are required to fully comply with the aforesaid policy.

It is mandatory for all employees of EXL across levels to complete the Information Security Training within prescribed timelines (for details refer to ISG policy guidelines)

Notwithstanding anything contained in clause 11.6, the Company reserves the right to terminate your employment without giving any notice period or pay in lieu thereof if you are in breach of the sub-clauses of clause 11.6 hereinabove.

## 12A. JOB ABANDONMENT

If you, abscond from duties, or remain unauthorizedly absent or absent without authorization, or abruptly stop reporting to duties, or absent unauthorizedly without prior information to, and prior permission from, the Management, or remain absent without leave, or over-stay beyond your approved leave, for sixteen (16) consecutive days', it will be deemed that you have voluntarily resigned from the services of the Company or relinquished your employment and in such an event your name shall automatically stand removed from the rolls of the Company. The Company in such a case shall not be under any obligation to issue your relieving and experience letters. Company shall further be entitled to recover salary in lieu of notice not served by you from your salary, allowances and full & final payment and you hereby authorize the Company to do so without any notice or reference to you or without any further consent from you. You also agree that Company shall not be under any obligation to prove your intent as described here-in and it shall be deemed that you have no intention to resume duties.

### 13. OTHERS

- 13.1 You will be bound by the Code of Conduct of the Company and all other rules, regulations, instructions, policies and orders issued by the Company from time to time, in relation to your conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these Code of Conduct, rules, regulations, instruction, policies etc. were part of this employment agreement.
- 13.2 You shall immediately inform the Company in writing about any change in your residential address. In case of any delay, negligence, failure or default on your part to do so, any communication, letter, notice, etc. addressed at your last known address available in Company records shall be deemed to be effective and valid communication to you and you shall be estopped from disputing or challenging the same.
- 13.3 You represent that you have no interest or obligation that is inconsistent or in conflict with the terms contained herein. You agree to notify the Company immediately if any such interest or obligation arises. You also represent that you will not bring with you or disclose to the Company, or use in the performance of your responsibilities at the Company, any confidential information not generally available to the public of a former employer or any other party, unless you have obtained prior authorized written & specific authorization for its possession and use.
- 13.4 You also agree that, during your employment with the Company, you shall abide by any confidentiality obligations you may owe to any former employer or other party. You also agree and represent that you are not bound by any valid agreement or obligation of non-competition or non-solicitation to any or former employers or other parties.
- 13.5 If any information furnished by you to the Company is found not to be true or is found to be false, misleading or inaccurate, or if you are found to have suppressed or concealed any material information / fact, or if you have misrepresented anything, the Company shall be entitled to terminate your employment without notice and/or without compensation or damages to you.
- 13.6 You agree that if you breach any of your obligations *inter alia* pertaining to notice period, confidentiality, intellectual property rights, Inventions, non-compete or non-solicitation, the Company shall be entitled to seek equitable and injunctive relief against, and damages from, you, and notwithstanding anything contrary contained here-in this offer or in any of annexures, appendix, schedules, etc. appended to, or forming part & parcel of, this offer, you shall indemnify the Company for any and all the losses, liabilities, damages, costs or expenses suffered, sustained, incurred or paid by, or claimed / demanded from, or alleged, threatened, assessed / judged against, the Company including without limitation attorney fees and litigation costs. The provisions of this employment agreement shall be construed and governed in accordance with the laws of India.

### 14A. Notification to New Employer

In the event that you leave the employment of the Company, you hereby consent to the notification to your new employer of your duties and obligations hereunder with respect *inter alia* to confidentiality, intellectual property rights, Inventions, your notice period, your non-compete and non-solicitation obligations.



15. **Proprietary Rights:** You shall agree that the proprietary rights in any or all inventions, designs, applications, or work systems which you have made or developed, wholly or partially, during your employment with the Company, shall be the exclusive property of the Company.
16. **Travel for Work:** From time to time you will need to travel within India and abroad. You will need to maintain all required papers (passport, VISAs) to ensure ability to travel at short notice. While your base will remain the Bengaluru, Karnataka region, the Company may request you to spend extended periods of time in other locations including the office of Company's parent company in New Jersey, USA.
17. **Invention Assignment, Confidentiality and Non-Compete Agreement:** Additionally you are also required to sign the Company's standard employee proprietary information agreement relating to confidential information and the assignment of proprietary developments to the Company. Your refusal and/or failure to sign the aforesaid agreement shall be sufficient cause for the Company to terminate your service forthwith without notice and compensation to you.



A copy of the agreement is attached for your signature as Appendix III (as applicable).

Kindly sign and return the duplicate copy of this employment agreement, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of the letter.

Please note that by signing this offer letter / agreement, you have agreed to accept the employment with the Company on the terms and conditions set out hereinabove. Upon your signature and return to us, this offer letter will be treated as an employment agreement and the terms and conditions of this employment agreement shall govern your employment with the Company.

This offer shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this employment offer letter / employment agreement.

It is a pleasure to welcome you as a member of **Outsourcepartners International Private Limited**

We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

**Yours truly,**  
**For Outsourcepartners International Private Limited**

**Ms. Parul Kataria**  
**Vice President - Human Resources**

I accept the offer on, and agree & consent to and accept, the terms and conditions as described in this letter.

Agreed and accepted, and consented to, by me.

---

Mr. Bharath Mallaya B

Dated: 3/25/2021

Permanent Address:  
Kuldeep, Near Gurji's Book House Marketroad,  
Karkala  
Karkala, India- 574219

## **COMPENSATION & BENEFITS**

- You may be covered under the Employees' State Insurance Act, 1948 (ESI Act), *if applicable*. The requisite amount as per provisions of, and as prescribed in, the ESI Act towards employee's contribution would be deducted from your compensation. You shall be entitled to ESI benefits in accordance with the applicable statutory requirements.
- You shall be provided with superannuation benefits of Employees' Provident Fund and Gratuity in accordance with the applicable statutory requirements.
- You shall be covered under, a comprehensive medical insurance coverage (under Mediclaim Policy) for self, spouse and dependent children, not exceeding 3 dependents in total, and the personal accident insurance coverage for self only, as per the Company policy.
- You shall be entitled to other allowances and benefits, as applicable as per Company's Policies. Details of other allowances and benefits are attached hereto as Appendix 3 (amended from time to time)
- You may receive an amount towards annual discretionary bonus based entirely on the management's assessment of your performance, your team's performance and Company's overall performance during the previous calendar year (January to December). This bonus is payable at absolute sole discretion of the management of the Company and will be subject to deduction of tax at source, as applicable. Decision of the management in this regard shall be final and binding upon you, therefore, you cannot claim it as your contractual or legal right. Your entitlement, *if any*, for discretionary bonus shall be subject to *inter alia* –
  - a) all bands in support functions and in Operation Management excluding all employees eligible for Payment for Performance
  - b) your name appearing on the pay-rolls of the Company on the payout date of discretionary bonus;
  - c) you have not given notice of resignation, or are not absenting unauthorizedly, or have not abandoned your job, or no disciplinary proceedings are initiated / contemplated against you, or you have not initiated your resignation discussions with the management, or you are not on approved sabbatical leave, or you have not initiated your sabbatical leave discussions, prior to or on the payout date of discretionary bonus;
  - d) you are not serving, or you are not required to serve, a notice period on the date of payment of said discretionary bonus; and
  - e) you are not otherwise disentitled or ineligible in any manner whatsoever to get the discretionary bonus amount.

If any of the aforesaid conditions are not met then any letter issued to you for payment of discretionary bonus prior to actual payment date shall automatically become null & void without any notice and compensation or damages to you and Company shall not be under any obligation to act on, or honour the, same.

### **Notes:**

- The cost to the Company for the above mentioned benefits will be limited to the amount mentioned hereinabove or as provided in applicable policies or as may be determined by the management in its absolute sole discretion from time to time. If any of the above-mentioned benefits becomes chargeable to tax because of any reason whatsoever, it is hereby clarified that it would be your responsibility to pay the taxes, if any. The Company will, in no case, be responsible to bear any of your tax liability.
- Benefits provided to you under any applicable schemes will be governed by the Company's rules and regulations framed in this regard. It is the absolute discretion of the management to decide whether any such particular benefit will be provided to you or not.



### **Allowances (as applicable)**

You may get paid following allowances as per the following specifications and annualized limits.

**\*Telephone Allowance**, which includes telephone(s) installed at your residence, up to a maximum limit as applicable per annum. This will be paid on the submission of telephone bills and evidence of your payment of the same.

**\*Vehicle Running and Maintenance Allowance:** Expenses as provided in applicable policy or as per limits prescribed under the Income Tax Act, 1961 read with Income tax Rules, 1962 as amended up-to-date towards petrol / diesel / CNG and maintenance of vehicle shall be paid up to a maximum limit as applicable per annum. This will be paid on submission of bills.

**\*\*Personal Driver Allowance:** Amount up-to-maximum limit as applicable per annum.

\*Applicable for Band B and above

\*\*Applicable for Band C and above

## **CONFIDENTIALITY AND NON COMPETITION AGREEMENT**

As a condition of my provision of services to or on behalf of exl Service.com (India) Private Limited.(hereinafter referred to "the Company"), I make the following statements with the understanding and intent that they be relied on by the Company in entering into an agreement and by the Company in extending its offer of employment. I acknowledge and understand that in providing services to and on behalf of the Company, I will have access to Confidential And Proprietary Information (as defined hereunder).

- a. I understand that the term "Confidential and Proprietary Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company.
- b. I agree that during the period in which I provide services to the Company: I will use my best efforts and exercise the utmost diligence in keeping confidential, all Confidential and Proprietary Information, unless lawfully made available by a client or the Company concerning any client of the Company or by the Company itself which I may learn, acquire or get possession of, during the course of or by virtue of my provision of consulting services to the Company. I will use such materials and information relating to Confidential and Proprietary Information solely for the benefit of the Company and its clients and will not use such information for any other entities or persons. At the conclusion of my relationship with the Company I will return any material relating to Confidential and Proprietary Information and any copies thereof.
- c. I agree not to keep at any time on my person or in my possession, except in the necessary performance of my duties, any material relating to Confidential and Proprietary Information acquired by me, whether produced by me or by employees or agents of the Company or any client. I agree to safeguard all such Confidential and Proprietary Information materials while they are in my possession, and to surrender them and all copies, which have been made of them to the Company upon termination of my relationship with the Company.



- d. I will at all times exercise discretion in discussing with others the affairs of clients, avoiding unnecessary identification of names, places, and other specifics, and I will take reasonable precautions to make sure that such discussions cannot be overheard, and electronic communications cannot be intercepted either by client's employees or outside persons.
- e. I will not make any private use of Confidential and Proprietary Information that may come to my attention because of my employment with the Company, nor will I pass such Confidential and Proprietary Information on to anyone else. I understand the term "use" includes, but is not limited to, anyone's purchase or sale of securities influenced by such Confidential and Proprietary Information, access to which is directly or indirectly due to my relationship with the Company.
- f. I agree to disclose and assign promptly, completely and in writing to the Company any inventions, whether or not patentable, and including but not limited to, any innovations on processes, methodologies, software applications or products which I discover, conceive and/or develop, either individually or jointly with others, during the term of my relationship with the Company ("Inventions"). I understand that all inventions which I do hereby assign are and shall become the exclusive property of the Company, whether or not patent applications are filed thereon, and I agree to treat such inventions as Company proprietary and confidential information and to use such solely for the benefit of the Company. I hereby assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the information, materials, products and deliverables developed during the performance of services to the Company. All work I perform and all information, materials, products and deliverables developed by me in acting as a consultant to the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the information, materials, products or deliverables that I developed during the performance of services as a consultant to the Company. I agree to provide all necessary assistance required to perfect such assignment of rights defined in this provision.
- g. I will not for a period of two year after the termination of this agreement, whether voluntarily or involuntarily (a) directly or indirectly solicit to provide or provide, without the prior written consent of the Company, any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Firm and for whom I provided any service as an employee of the Company during the five years prior to my leaving or (b) directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any Company or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company's relationship with its employees. The non-compete provisions of this paragraph will not apply to a client of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company and which list of clients I have disclosed to the Company prior to my joining.
- h. If I am directed by any governmental agency or judicial forum or asked to testify concerning any matter learned in the course of services provided to or on behalf of the Company, I will immediately notify the Company before making any disclosures.
- i. I further agree that in the event of termination of this agreement, or my employment with the Company, whether of my own volition or otherwise, for a period of two (2) year



thereafter, I shall not directly or indirectly, provide any services to or take up employment with any of the existing customers of the Company.

- j. That in the event I am found to be in breach of this agreement, or my employment agreement with the Company, I shall be liable to pay to the Company a sum equivalent to the remuneration / compensation received by me, from the Company, in the last three months immediately preceding the termination. This will in no way effect the other rights which the Company may have against me, especially the right to obtain injunctive relief against, and damages and indemnification from, me.

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**Mr. Bharath Mallaya B**

### Appendix 1

Name : Mr. Bharath Mallaya B  
 DOJ : March 25, 2021  
 Designation: Associate - FAO  
 Band : A1

<b>Heads of Compensation :</b>	<b>Annual Compensation</b>
Basic	180000
Basket of Allowances	3900
Provident Fund	21600
<b>Total Fixed Compensation (A)</b>	<b>205500</b>
<i>Cost of Other Benefits Provided by Company (Non - Monetary)</i>	
Transport	30000
Canteen	12600
Accident Insurance and Mediclaim Premium	7200
<b>Other Benefits (B)</b>	<b>49800</b>
<i>Retirals</i>	
Gratuity	8658
Employers ESIC	5977
<b>Other Retirals Benefits (C )</b>	<b>14635</b>
<b>Total CTC (A+B+C)</b>	<b>269935</b>
You are required to give the BOA options in the Prescribed format	
*In case the Basic + DA is more than Rs. 15000, PF is optional and you have to give your option for the same. Coverage is mandatory for those who are already covered under PF Scheme.	
Performance bonus will be as per the EXL bonus policy, and would be paid based on company's / individual's performance	

1. Group Medical insurance coverage for self and dependents (Spouse and 2 children) and Group Personal Accidental coverage for self.
2. You shall be provided with benefits of Gratuity in accordance with applicable provisions of the Payment of Gratuity Act, 1972 as amended up-to-date

## **Appendix - 2**

The below rate of subsistence allowance is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply.

**Rate of subsistence allowance:** Reference para 7 of the employment agreement –

If you are suspended, and enquiry is initiated, in

**A. Noida [Gautam Budh Nagar] (State of Uttar Pradesh) or Gurugram [Formerly: Gurgaon] (State of Haryana) locations:**

Subsistence allowance shall be at the rate of 50% (fifty per cent) of your average monthly salary over a period of three months immediately preceding your suspension.

**Provided that,** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**A. Pune or Mumbai (State of Maharashtra) location:**

- I. For the first ninety days of the suspension period, subsistence allowance to be paid per month shall be equal to one half of basic salary and other compensatory allowances to which you would have been entitled if you were on leave with wages.
- II. If the enquiry gets prolonged and you continue to be under suspension for a period exceeding ninety days, the subsistence allowance to be paid per month for a further period of ninety days shall be equal to three-fourths of basic salary and other compensatory allowances.

iii. If the enquiry is not completed within a period of one hundred and eighty days, you shall be paid basic salary and other compensatory allowances in full as subsistence allowance to be paid per month until such time as the enquiry is finally concluded:

**Provided that,** where the findings of the enquiry officer show that such enquiry is prolonged beyond a period of ninety days, or as the case may be, beyond one hundred and eighty days, for reasons directly attributable to you, the subsistence allowance to be paid per month shall for the period exceeding ninety days or, as the case may be, for one hundred and eighty days, be reduced to one-half of basic salary and other compensatory allowances:

**Provided further that,** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**C. Bengaluru (State of Karnataka) location:**

- i. Subsistence allowance shall be an amount equal to fifty per cent of the salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension
- ii. If the period of suspension exceeds ninety days, but does not exceed one hundred and eighty days, you shall be entitled to receive, after the said period of ninety days, a subsistence allowance equal to seventy five per cent of your salary which you were drawing immediately before your suspension.
- iii. If the period of suspension exceeds one hundred and eighty days, you shall be entitled to receive, after the said period of one hundred and eighty days, a subsistence allowance equal to ninety per cent of your salary which you were drawing immediately before your suspension.

**Provided that** where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, shall, for the period exceeding ninety days shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

**Provided further that** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**C. Kochi (State of Kerala) location:**

- i. Subsistence allowance shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension
- i. If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

**Provided that** where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

**Provided further that** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**D. Jaipur (State of Rajasthan) location:**

- I. Subsistence allowance, for the first ninety days of suspension, shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension;
- II. If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

**Provided that** where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

**Provided further that** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**E. Hyderabad (State of Telangana) location:**

- i. Subsistence allowance, for the first six months of suspension, shall be an amount equal to fifty per cent of your wages/salary which you were drawing immediately before such suspension;
- ii. If the period of suspension exceeds six months but not one year, the amount of subsistence allowance shall be increased after the expiry of six months to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:
- iii. If the period of suspension exceeds one year, the amount of subsistence allowance shall be increased after the expiry of one year to one hundred percent of your wages/salary which you were drawing immediately before such suspension:

**Provided that** where the enquiry is prolonged beyond the period of six months for reasons directly attributable to you, the subsistence allowance, for the period exceeding six months, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

**Provided further that** you shall not be entitled to receive any subsistence



Allowance if you accept any other employment, during the period of your suspension.

F. **Chennai (State of Tamil Nadu) location:**

Subsistence allowance shall be an amount equal to fifty per cent of the wages/salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension;

If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:

**Provided that** where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension.

**Provided further that** you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

---

**Mr. Bharath Mallaya B**



EVERY India Pvt. Ltd.

CIN: U72200KA2006PTC038899

ISO 9001 2015 | ISO/IEC 27001 2013

CMMI DEV ML5 | CMMI SVC ML5 | PCI-DSS

October 31, 2019

*Private and Confidential*

**Chaitanya N.M**

Mangalore Institute of Technology and Engineering, Moodabidri

Dear Chaitanya N.M,

**Sub: Offer of Employment**

Further to our discussions, we are pleased to offer you a position with EVERY India Pvt. Ltd.

**Position & Joining:**

You shall be appointed as **Trainee (JL14)** with **EVERY India Pvt. Ltd.** You are expected to join on **July 1, 2020** and report to office at 9.45 a.m. to complete your joining formalities and orientation session. In the event of you not joining us on or before the said date, this offer will automatically stand withdrawn.

Your job title and compensation have been discussed with you and we have mutually agreed upon the same.

You will be employed at **EVERY India Pvt. Ltd.**, Bangalore or such other place of business of the Company or its subsidiaries and associates whether in or outside India as the Company may from time to time determine.

**Compensation:**

Your gross annual compensation is **Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)** per annum. CTC breakup is mentioned in **Annexure I**. Your offer for employment is subject to the successful completion of Trainee period as determined by your supervisor(s).

You acknowledge that any disruption of employment will cause serious losses to the business of the Company. In the premises aforesaid, you agree and undertake to abide by the following: During the first 2 years from the date of joining (i.e. **July 1, 2020**), you may resign from the services of the Company by giving not less than 6 months' prior written notice or salary in lieu thereof. After the completion of the first 2 years from the date of joining (i.e. **July 1, 2020**), you may resign from the services of the Company by giving not less than 3 months' prior written notice or salary in lieu thereof. Non-fulfillment of the above notice period shall be considered as material breach of the Agreement and the Company shall be entitled to take all measures to enforce its rights at law and in equity.

**Working Hours:**

The work timings are at the sole discretion of the Management. It would be 45 hours in a week i.e. Monday to Friday. Working hours will be 8.30 a.m. to 5.30 p.m. with 1 hour tea / coffee & lunch break. Employees may also be expected to work in shifts based on business requirements. These are subject to change as per the business need.

**Registered Office:**

5<sup>th</sup> Floor, 'E' Block, Global Village  
RVCE Post, Mysore Road, Mylasandra  
Bangalore – 560 059, Karnataka, India  
Phone: +91-80-6738-7000

Email: [info.ind@evry.com](mailto:info.ind@evry.com) | Website: [www.evry.in](http://www.evry.in)



You would be eligible for leave as per the company leave policy published in the intranet.

You will abide by the rules and regulations of the Company as may be in force from time to time and if any violation made could lead to Disciplinary action.

**Non-Smoking Policy:**

Smoking is prohibited in the office premises other than the specifically assigned zones, if any.

**Joining Requirements:**

You are required to contact HR Department on the day you report for work as per the terms of this letter at 9.45 am. You are required to submit a copy of the following documents for joining. Without the following documents, joining formalities will not be carried out.

- 1) Photocopies of all relevant educational certificates and mark list starting from Xth Grade.
- 2) Experience letter and Relieving letter from your current employer and all your previous employer (s).
- 3) Address Proof –ID Card/Driving License/Rental Agreement/Ration Card as proof.
- 4) Photocopy of all non-blank pages of your passport
- 5) Aadhar Card Copy (Not mandatory)
- 6) Photocopies (3) and Originals of PAN Card (Mandatory)
- 7) Passport size photographs -3 nos.
- 8) Medical Fitness Certificate from the Registered Medical Doctor with Blood Group.
- 9) Form 16, if paying tax previously.
- 10) Bank account details – Citibank, Axis or ICICI – Account Name, Account Number, Branch and IFSC Code

**Note:**

- Please bring originals of all documents which will be returned to you after verification.
- Our salary accounts are with Citibank, Axis & ICICI. Please submit bank details on or before the joining day. If you do not have an active account in any of these banks, you can open the same through our bank representative available in the office that day. Please note that in this case you must go with whichever bank is available on that day. If you have a preference among the banks mentioned above, we would encourage you to open the same before the joining day. Bank details are mandatory to on-board you into EVERY systems.

**Address to contact HR department:**

**EVERY INDIA Private Limited**

4th floor, 'E' Block New Tower, SEZ Tower-E,  
Global Village Tech Park, Mylasandra,  
Pattengere Villages,  
off Bangalore-Mysore Expressway,  
RVCE Post, Bangalore – 560059

URL: <https://www.evry.com/in>

The work environment at EVERY India is very conducive to help you to grow professionally and personally. We welcome you to be a part of EVERY India team and look forward to your valuable contribution in taking EVERY India to greater heights.



This offer is subject to the condition that you indemnify and certify that all the information (like educational qualifications, work experience, past salary drawn and all other information) supplied by you to EVERY India to get an employment with EVERY India, is accurate and nothing has been given untrue. If it is later found that you had supplied inaccurate/untrue/false information, then EVERY India reserves the right to terminate your services without any notice and seek appropriate damages or reimbursement of financial expenses incurred towards your training, relocation etc. EVERY India also reserves the right to take such other action as permitted under law.

EVERY India reserves the right to change the terms and conditions of your employment and its policies and procedures at any time.

EVERY India will do a thorough background check of your previous and current employer after you accept this offer letter. This offer is being valid, subject to the verification summary. In case of any discrepancy in the data provided by you, EVERY India holds the right to withdraw this offer.

Kindly sign and return to us the duplicate copy of this letter and Annexure as your acceptance on or before **November 2, 2019**.

We are excited about your decision to join the company and wish you a long and successful career with EVERY India.

Sincerely,  
for EVERY India Pvt. Ltd.

**Vinu Sekhar R J**  
**Vice President – Human Resources.**

**Agreed and accepted**

I have read, understood and agree with the terms stated in this letter. My signature below constitutes an acceptance of this offer of employment.

(Chaitanya N.M)

Date: 31/10/2019

## Annexure I

### Salary Structure

#### Structure of Fixed Salary

Components	Per Month	Per Annum
Basic*	15,000	180,000
Employer's Contribution to PF	1,800	21,600
Gratuity (4.81% of Basic)	722	8,664
Employer's Contribution to ESI	-	-
Flexible Benefit Plan (FBP)	19,978	239,736
<b>A. Total</b>	<b>37,500</b>	<b>450,000</b>

\*Basic includes 12% of Employee Contribution towards PF)

#### Flexible Benefit Plan (FBP)

Components	Per Month	Per Annum
House Rent Allowance (HRA)	6,000	72,000
Statutory Bonus	666	7,992
Conveyance Allowance	1,600	19,200
Medical Reimbursement	1,250	15,000
City Compensatory Allowance	1,500	18,000
Dress Maintenance Allowance	1,500	18,000
Leave Travel Allowance (LTA)	-	-
Car Lease	-	-
Fuel and Vehicle Maintenance Reimbursement	-	-
Driver's Salary	-	-
Flat Allowance	7,462	89,544
<b>Total FBP</b>	<b>19,978</b>	<b>239,736</b>



Candidate Name:- Ms. Chaithra Kini T

Institute Name:- MITE Institute

**Subject: Letter of Offer from the Kotak Life Insurance**

We are happy to inform that you have been selected as a **Management Trainee** by the Kotak Mahindra Group for;

❖ **Kotak Life**

Your *remuneration* per annum is **Rs. 350,000 CTC** plus annual incentives (subject to the minimum performance criteria of ("Meets Expectation" ) Your Offer letter giving details of your compensation break-up, benefits & other terms & conditions will follow shortly. Your place of posting will be anywhere in India and the details of the same will be shared with you along with your offer letter. Your appointment is however subject to being certified medically fit by a doctor at the time of your joining.

In case of any queries, do get in touch with us at the email id of the HR Relationship manager for the Company you have been recruited for.

Pramod Kundapur	pramod.kundapur@kotak.com
Nagesh V Saralaya	nagesh.saralaya@kotak.com

Kindly sign a copy of this offer letter conveying your acceptance.

Our best wishes & looking forward to seeing you on board early next year.

**For the Kotak Mahindra Group**

**Signature of the candidate**

**(CHAITHRA KINI T)**

**Kotak Mahindra Life Insurance Company Limited**  
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U56030MH2000PLC128503

**Registered Office:**

2nd Floor,  
Flat # C-12,  
G-Block, BKC, Bandra (E),  
Mumbai - 400 051.

**Corporate Office:**

7th Floor, Kotak Infiniti, Bldg. No. 21,  
Infinity Park, Off W. E. Highway,  
General AK Vardya Marg, Malad (E),  
Mumbai - 400 057, India.

T +91 22 66057777  
F +91 22 67425689 / 58  
http://insurance.kotak.com

*Koi hai... hamesha*

Candidate Name:- Ms. Chaitra Kint T

Institute Name:- MITE Institute

*Subject: Letter of Offer from the Kotak Life Insurance*

We are happy to inform that you have been selected as a **Management Trainee** by the Kotak Mahindra Group for,

❖ **Kotak Life**

Your *remuneration* per annum is **Rs. 350,000 CTC** plus annual incentives (subject to the minimum performance criteria of ("Meets Expectation" ) Your Offer letter giving details of your compensation break-up, benefits & other terms & conditions will follow shortly. Your place of posting will be anywhere in India and the details of the same will be shared with you along with your offer letter. Your appointment is however subject to being certified medically fit by a doctor at the time of your joining.

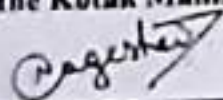
In case of any queries, do get in touch with us at the email id of the HR Relationship manager for the Company you have been recruited for.

Pramod Kundapur	pramod.kundapur@kotak.com
Nagesh V Saralaya	nagesh.saralaya@kotak.com

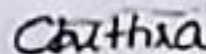
Kindly sign a copy of this offer letter conveying your acceptance.

Our best wishes & looking forward to seeing you on board early next year.

For the Kotak Mahindra Group



Signature of the candidate



(CHAITRA KINT T)

**Letter of Offer for Employment**

**Date: 30<sup>th</sup> Nov '2020**

**Dear Christina,**

**Sub: Letter of Offer for Employment**

We are pleased to offer you appointment in our organization as **Sales Consultant** in the hierarchy. You will be based in our client **Seamovation Labs Pvt. Ltd– Bengaluru** and your Date of Joining will be – **4<sup>th</sup> Dec 2020. (Seven Days Mandatory Non-Paid Training from DOJ)**

You will be paid gross emoluments as detailed in **Annexure – A.**

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B.

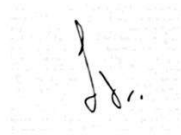
Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards empowering lives. We assure you of our support for your professional development and growth.

For PEOPLE EDGE BUSINESS SOLUTIONS PVT. LTD.



Director

Yours truly,

Palahalli D Sanjay

Director – Operations - People Edge Business Solutions Pvt Ltd.

## Annexure – A

PEOPLE EDGE BUSINESS SOLUTIONS PVT. LTD.  
No. 10, 5<sup>th</sup> Floor, 100 Feet Ring Road, 15<sup>th</sup> Cross,  
J.P. Nagar, 4<sup>th</sup> Phase,  
Bengaluru – 560 078  
Contact: +91 80 4115 8359

Salary structures can be bifurcated as under:

Components – EMP ID - PEBSEC1151		
Components	Monthly	Annually
GROSS	20856	250272
Basic + DA	12500	150000
HRA	3125	37500
Leave With Pay	1041	12495
Statutory Bonus	1003	12030
Medical Allowance	1250	15000
Special Allowance	1937	23247
<b>Total Gross Salary</b>	<b>20856</b>	<b>250272</b>
Employer PF	1670	20040
Insurance	350	4200
ESI Employer	678	8134
<b>Total CTC</b>	<b>23554</b>	<b>282646</b>
Employee PF	1500	18000
Employer PF	1670	20040
Employer ESI	678	8134
Employee ESI	156	1877
Insurance	350	4200
PT	200	2400
TDS as per Income Tax Slabs	0	0
<b>Net Salary</b>	<b>19000</b>	<b>227995</b>

### ❖ Variable Pay and Benefits Details:

- ✓ Medical Insurance cover is for Rs 1,00,000/- for self and if married will cover spouse and 2 children
- ✓ Additional Shift allowances will be provided incase candidates work night shifts as per client policy
- ✓ Transportation will be provided to and from residence as per the client Transportation policy wherever applicable

### ❖ Important Notes:

- ✓ Please note basic pay structure and components can change based on government and statutory regulations which can change the components of pay structure as and when required
- ✓ TDS is applicable as per the provisions of Income Tax Act. The per month take home is calculated without considering TDS. Once the employee submits proof for Income, tax exemptions with regards to TDS will be calculated accordingly

## **Annexure – B**

### **1. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant changes. You would also let us know the name and address of your legal heir/nominee

### **2. Nature of Work:**

Your nature of work mainly includes all the aspects of assigned responsibilities as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time

### **3. Working Hours:**

The regular working hours of the Company would be as per the client and you are required to work in shifts as and when required. Break timings would be as per process rules. You will be required to work extra hours as and when required and informed by your Management team

### **4. Late Comings:**

The Company follows a strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Lack of punctuality will attract penalties as per Company and Process rules

### **5. Assignment, Transfer and Deputation:**

Though you have been engaged to a specific position, the Company reserves the right to send you on deputation/transfer/assignment to any of the Company's branch offices in India or abroad, whether existing at the time of your appointment or set up in the future

### **6. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense. Kindly note that refusal to participate in a training program without any extraneous circumstances would lead to automatic termination of your employment

### **7. Performance Reviews/Appraisal:**

The Company follows a policy of Monthly Feedback during the Contract period. Salary Hikes/Incentives/Promotions/Conversions are performance based and is at the discretion of the Line Manager

PEOPLE EDGE BUSINESS SOLUTIONS PVT. LTD.  
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J.P. Nagar, 4<sup>th</sup> Phase,  
Bengaluru - 560 078  
Contact : +91 80 41115 8289

## 8. Intellectual Property Right:

If during the period of your employment with us you achieve any Invention, Process Improvement, Operational Improvement, or other process/method likely to result in more efficient operations in any of the activities of the Company, the Company shall be entitled to use, utilize and exploit such improvements and you shall assign all rights thereof to the Company for the purpose of seeking any Patent rights or for any other purpose. The Company shall have the sole ownership rights of all the Intellectual Property that you may create during your tenure of association with the Company including but not limited to the creative concept that you may develop during your association with the Company

## 9. Secrecy/Confidentiality:

You will not, during the course of your employment with the Company or at any time there after divulge or disclose to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged

## 10. Restrain:

### i. Access to Information:

Information is available on need to know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company

### ii. Restriction on Personal Use:

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal use will result in immediate termination of employment without notice and/or legal action for misdemeanor as deemed fit by the Company. You may/may not be required to reimburse the Company for any losses incurred by the Company on account of personal usage of Company data

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J.P. Nagar, 4<sup>th</sup> Phase,  
Bengaluru - 560 078  
Contact: +91 80 41115 8295

## 11. Leave Policy:

You will be entitled to leave as per Law in force and as laid down in the Standing Orders of the Company. All leaves should be applied in writing to the Line Manager and Cc'ed to [peopleedge@peopleedge.in](mailto:peopleedge@peopleedge.in) and [payslip@peopleedge.in](mailto:payslip@peopleedge.in) and approved in writing. All leaves should be marked clearly in Beeline Time Sheets as and when availed

You are entitled to the following –

- **Leaves – As per Company Leave Policy**
- **Process Holidays** – As per Process rules
- **Maternity Leave** – As Per Eligibility (“Under the MB Act, a woman is eligible to receive maternity benefit if she has worked for at least 80 days in the 12 months immediately preceding her expected date of delivery.”)
- **Exclusions** –
  - Leaves cannot be availed during Notice Periods and Contract Extensions
  - Leaves availed after exhaustion of quota and/or during Exclusion periods will result in Loss of Pay

## 12. Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and Companywide awareness about the need for protection of intellectual property and sensitive customer information.

## 13. Termination of Service:

- i. Either party can terminate this employment by serving a notice of one month on the other, save and accept that the Company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect
- ii. You will be required to stay as an employee of People Edge Business Solutions Pvt Ltd for the duration of your Contract at the bare minimum. This will be considered as your probation time period. During this phase, if you are unable to meet the targets as specified by the client/business, People Edge reserves the right to terminate your employment with no notice and deduction as per Company norms
- iii. Unauthorized absence or absence without permission from duty for a continuous period of 2 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay

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J.P. Nagar, 4<sup>th</sup> Phase,  
Bengaluru - 560 078  
Contact: +91 80 41115 8229

- iv. You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest

#### 14. Standing Orders:

You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the Company.

#### 15. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a latter date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the Company as shall be in force from time to time.

**Date: 30<sup>th</sup> Nov 2020**

**Place: Bengaluru**

**Accepted**

**Christina S Baretto**

PEOPLE EDGE BUSINESS SOLUTIONS PVT. LTD.  
No. 10, 5<sup>th</sup> Floor, 100 Feet Ring Road, 15<sup>th</sup> Cross,  
J.P. Nagar, 4<sup>th</sup> Phase,  
Bengaluru - 560 078  
Contact : +91 80 4115 8289

Ref No: 15920098  
05-Mar-2021



Deekshith Salian V

Dear **Deekshith**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Process Executive - Voice** with **Cognizant Technology Solutions India Private Limited** ("**Cognizant**"). Your place of posting will be **Mangalore**.

Your annual total compensation will be **INR 220,001**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations and practices currently in place at the time of employment.

We request that you join us on or before **10-Mar-2021**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited** ("**Cognizant**"),

Suresh Bethavandu  
**Global Head-Talent Acquisition**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**



excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the 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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

Login to <https://onecognizant.cognizant.com>->Total Rewards App for more details.

09 July 2020

**GAUTHAM  
MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING  
MYSORE**

**Dear GAUTHAM**

**Welcome to the Chola family!**

We are extremely delighted to offer you the position of **Insurance Trainee** at **CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED** part of the Murugappa Group.

The duration of the Traineeship will be one year. Your assimilation into our system depends on your enthusiasm to bring your learning into your specified role, your willingness to experiment with your learning and a desire to learn. During this period, we will provide you training exposure to a set of functions within the organisation and also to undertake specific assignments across locations.

Your annual Cost to Company would be Rs. 3.5 Lakhs, details of which are appended in the Annexure- I.

The exact date and place of training and placement will be communicated to you in due course.

Please sign and return the duplicate copy of this letter. Your appointment is subject to your background verification and medical fitness and your successful completion of your Academic Degree in April / May 2020.

Please review the list of mandatory documents related to your identity, address proof and education qualifications provided in the Annexure - II of this document and you are requested to send them to us at the earliest.

We look forward to meeting you soon and trust that your association with the Murugappa Group will be a mutually beneficial one.

**Yours faithfully,  
For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

---

**ACCEPTANCE OF OFFER**

I hereby declare that I accept this Offer Letter

---

**SIGNATURE**

<b>Contact:</b>	<b>Landline:</b>	<b>Mobile:</b>
	<b>Email id:</b>	<b>Emergency Contact: (Name &amp; Mobile no)</b>

**ANNEXURE**

<b>Name</b>	<b>GAUTHAM</b>	
<b>Grade</b>	<b>GRT</b>	
<b>Designation</b>	<b>INSURANCE TRAINEE</b>	
<b>Location</b>	<b>MYSORE</b>	
<b>Particulars</b>	<b>Our Offer - Per Month (Rs.)</b>	<b>Our Offer - Per Annum (Rs.)</b>
Basic	10500	126000
House Rent Allowance	5250	63000
Conveyance Allowance	1600	19200
Sales / Other Allowance	7100	85200
<b>Gross salary</b>	<b>24450</b>	<b>293400</b>
Retention Bonus	2917	35000
Employer PF	1800	21600
<b>Annual CTC</b>	<b>29167</b>	<b>350000</b>
<b>Business Related Expenses</b>	Monthly BRE to be paid based on your grade & location eligibility, after deployment at the location	
(**) Retention Bonus is payable after completion of one year of service.		
You will also be eligible for incentives amount up to Rs 3,00,000/- Per annum based on the productivity and incentive schemes applicable to your role. You will be eligible for the incentive schemes after completion of six months.		
<b>Other Benefits:</b>		
Group Medclaim Insurance : You will covered under the Group Health Insurance Policy of the company for Rs.1,25,000/-.		
Group Term Life Insurance: 50 times monthly gross salary or Rs.2 Crores, whichever is lesser.		
Group Personal Accident Insurance: Rs.5,00,000/-.		
(*) - Incentive is paid based on your performance with respect to your applicable scheme and is inclusive of Bonus (as Applicable) payable under the payment of Bonus Act.		
<b>Note: Please do not disclose the salary with anybody other than the under signed.</b>		

**For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

**Annexure – II**

**List of Mandatory Documents to be provided**

<b>Documents</b>	<b>Remarks</b>
AADHAR	Aadhar Card should reflect the Full Date of Birth
PAN	Minimum the PAN number, acknowledgment copy not accepted. If PAN is not there candidate to apply online / apply duplicate.
KYC (Photo and Address Proof)	<ol style="list-style-type: none"> <li>1. Driving Licence</li> <li>2. Passport</li> <li>3. Voter ID</li> </ol>
Education documents	<ol style="list-style-type: none"> <li>1. 10<sup>th</sup> Standard Pass certificate and Mark Sheet</li> <li>2. 12th Standard Pass certificate and Mark Sheet</li> <li>3. Final marksheet / Previous semester Marksheet for Graduation / Post Graduation</li> </ol>

08 July 2020

**GIRISH**  
**MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING**  
**UDUPI**

**Dear GIRISH**

**Welcome to the Chola family!**

We are extremely delighted to offer you the position of **Insurance Trainee** at **CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED** part of the Murugappa Group.

The duration of the Traineeship will be one year. Your assimilation into our system depends on your enthusiasm to bring your learning into your specified role, your willingness to experiment with your learning and a desire to learn. During this period, we will provide you training exposure to a set of functions within the organisation and also to undertake specific assignments across locations.

Your annual Cost to Company would be Rs. 3.5 Lakhs, details of which are appended in the Annexure- I.

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We look forward to meeting you soon and trust that your association with the Murugappa Group will be a mutually beneficial one.

**Yours faithfully,**  
**For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

---

**ACCEPTANCE OF OFFER**

I hereby declare that I accept this Offer Letter

---

**SIGNATURE**

<b>Contact:</b>	<b>Landline:</b>	<b>Mobile:</b>
	<b>Email id:</b>	<b>Emergency Contact: (Name &amp; Mobile no)</b>

**ANNEXURE**

<b>Name</b>	<b>GIRISH</b>	
<b>Grade</b>	<b>GRT</b>	
<b>Designation</b>	<b>INSURANCE TRAINEE</b>	
<b>Location</b>	<b>UDUPI</b>	
<b>Particulars</b>	<b>Our Offer - Per Month (Rs.)</b>	<b>Our Offer - Per Annum (Rs.)</b>
Basic	10500	126000
House Rent Allowance	5250	63000
Conveyance Allowance	1600	19200
Sales / Other Allowance	7100	85200
<b>Gross salary</b>	<b>24450</b>	<b>293400</b>
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Employer PF	1800	21600
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You will also be eligible for incentives amount up to Rs 3,00,000/- Per annum based on the productivity and incentive schemes applicable to your role. You will be eligible for the incentive schemes after completion of six months.		
<b>Other Benefits:</b>		
Group Mediclaim Insurance : You will covered under the Group Health Insurance Policy of the company for Rs.1,25,000/-.		
Group Term Life Insurance: 50 times monthly gross salary or Rs.2 Crores, whichever is lesser.		
Group Personal Accident Insurance: Rs.5,00,000/-.		
(*) - Incentive is paid based on your performance with respect to your applicable scheme and is inclusive of Bonus (as Applicable) payable under the payment of Bonus Act.		
<b>Note: Please do not disclose the salary with anybody other than the under signed.</b>		

**For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

**Annexure – II**

**List of Mandatory Documents to be provided**

<b>Documents</b>	<b>Remarks</b>
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KYC (Photo and Address Proof)	<ol style="list-style-type: none"> <li>1. Driving Licence</li> <li>2. Passport</li> <li>3. Voter ID</li> </ol>
Education documents	<ol style="list-style-type: none"> <li>1. 10<sup>th</sup> Standard Pass certificate and Mark Sheet</li> <li>2. 12th Standard Pass certificate and Mark Sheet</li> <li>3. Final marksheet / Previous semester Marksheet for Graduation / Post Graduation</li> </ol>

09 July 2020

**JEENITH SHETTY**  
**MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING**  
**MANGALORE**

**Dear JEENITH SHETTY**

**Welcome to the Chola family!**

We are extremely delighted to offer you the position of **Insurance Trainee** at **CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED** part of the Murugappa Group.

The duration of the Traineeship will be one year. Your assimilation into our system depends on your enthusiasm to bring your learning into your specified role, your willingness to experiment with your learning and a desire to learn. During this period, we will provide you training exposure to a set of functions within the organisation and also to undertake specific assignments across locations.

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We look forward to meeting you soon and trust that your association with the Murugappa Group will be a mutually beneficial one.

**Yours faithfully,**  
**For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

---

**ACCEPTANCE OF OFFER**

I hereby declare that I accept this Offer Letter

---

**SIGNATURE**

<b>Contact:</b>	<b>Landline:</b>	<b>Mobile:</b>
	<b>Email id:</b>	<b>Emergency Contact: (Name &amp; Mobile no)</b>

**ANNEXURE**

<b>Name</b>	<b>JEENITH SHETTY</b>	
<b>Grade</b>	<b>GRT</b>	
<b>Designation</b>	<b>INSURANCE TRAINEE</b>	
<b>Location</b>	<b>MANGALORE</b>	
<b>Particulars</b>	<b>Our Offer - Per Month (Rs.)</b>	<b>Our Offer - Per Annum (Rs.)</b>
Basic	10500	126000
House Rent Allowance	5250	63000
Conveyance Allowance	1600	19200
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<b>Other Benefits:</b>		
Group Medclaim Insurance : You will covered under the Group Health Insurance Policy of the company for Rs.1,25,000/-.		
Group Term Life Insurance: 50 times monthly gross salary or Rs.2 Crores, whichever is lesser.		
Group Personal Accident Insurance: Rs.5,00,000/-.		
(*) - Incentive is paid based on your performance with respect to your applicable scheme and is inclusive of Bonus (as Applicable) payable under the payment of Bonus Act.		
<b>Note: Please do not disclose the salary with anybody other than the under signed.</b>		

**For CHOLA PEOPLE AND MARKETING SERVICES PRIVATE LIMITED**



**Authorized Signatory**

**Annexure – II**

**List of Mandatory Documents to be provided**

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PAN	Minimum the PAN number, acknowledgment copy not accepted. If PAN is not there candidate to apply online / apply duplicate.
KYC (Photo and Address Proof)	<ol style="list-style-type: none"> <li>1. Driving Licence</li> <li>2. Passport</li> <li>3. Voter ID</li> </ol>
Education documents	<ol style="list-style-type: none"> <li>1. 10<sup>th</sup> Standard Pass certificate and Mark Sheet</li> <li>2. 12th Standard Pass certificate and Mark Sheet</li> <li>3. Final marksheet / Previous semester Marksheet for Graduation / Post Graduation</li> </ol>



November 12<sup>th</sup>, 2020

Mr. Jovan Adal Aroza

Jasmine House, Patel Gate Jantra,  
Karkala Taluk, Belmannu, Karkala,  
Udupi, Karnataka 576111.

Dear Jovan Adal Aroza,

Further to our meetings and discussions, we are extremely pleased to offer you the position of a "Recruiter - Level 1" with **Allegis Services (India) Pvt. Ltd ("Allegis India")**. Your employment will commence on or before **November 17<sup>th</sup>, 2020** or such other date as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

You will be paid an annual compensation of **Rs.2,93,135/- (INR Two Lakh(s) Ninety Three Thousand One Hundred and Thirty Five Only)**. The break-up of the compensation structure will be as per the attached salary sheet.

Your offer of employment will be subject to the terms and conditions (the "**Terms and Conditions**") of employment and to satisfactory completion of reference and background checks. This offer letter and the Terms and Conditions together constitute the employment contract between Allegis India and you.

Notwithstanding your principle place of appointment and base location being the Allegis Office, you may be deputed or seconded from time to time, to client locations or premises of Allegis India affiliates across the country where you will be required to work on specific assignments. During the entirety of the Deputation you will always continue to be governed by the Terms and Conditions and the Company's Employee Handbook, in addition to any other condition that the client may propose in conjunction with the Company. You will report back to the base office on completion of your deputation or sooner, if the management of the Company decides so at its own sole discretion.

We extend a very warm welcome into the Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,

For **Allegis Services (India) Pvt. Ltd.**,

Sd/-

**Panini Balaji**

**Head - Human Resources**

**Acknowledged and accepted:**

---

**Salary Annexure**

<b>Name : Jovan Adal Aroza</b>		
<b>Designation : Recruiter - Level 1</b>		
	<b>Monthly</b>	<b>Annual</b>
<b>Gross Fixed Pay</b>		
<b>Basic</b>	14,100	1,69,200
<b>HRA</b>	5,138	61,656
<b>Statutory Bonus</b>	2,820	33,840
<b>Gross Fixed Pay (A)</b>	<b>22,058</b>	<b>2,64,696</b>
<b>Employer's Contribution (B)</b>		
<b>Provident Fund (Employer's Contribution)</b>	1,692	20,304
<b>Total Employer's Contribution</b>	1,692	20,304
<b>Retiral Benefits (C)</b>		
<b>Gratuity**</b>	678	8,135
<b>CTC (A+B+C)</b>	<b>24,428</b>	<b>2,93,135</b>
<b>Additional Benefits</b>		
<b>Mediclaim Insurance for Self plus 3 dependents</b>		7,140
<b>Personal Accident Insurance</b>		500
<b>Total Additional Benefits (D)</b>		<b>7,640</b>
<b>Grand Total CTC (A+B+C+D)</b>		<b>3,00,775</b>
<b>NOTES</b>		
<b>(**) Gratuity is payable as per the provisions of Payment of Gratuity Act, 1972.</b>		
<b>Date: 12 November, 2020</b>		

## TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of your employment with **Allegis Services (India) Pvt. Ltd.** (“the **COMPANY**”) as at the date given below including those terms and conditions required to be given to you in writing in accordance with applicable laws in India. These terms and conditions are in addition to the letter of appointment and any applicable internal policy of the Company and are the basis of your engagement with the Company.

### 1.0 **Assignment of Duties:**

- 1.1 You are employed in the position of a “**Recruiter - Level 1**” in accordance with the terms of the job description to be given to you on the Commencement Date (defined in **Clause 2.1** below). You are required to perform such duties for the COMPANY as may be designated by the COMPANY and which are reasonable consistent with your position, and to devote your whole working time and attention to your duties.
- 1.2 You shall perform such duties and exercise such powers in relation to the business of the COMPANY and any Group COMPANY, at such locations, as may from time to time be assigned or vested in you by the COMPANY and shall at all times and in all respects well and faithfully serve the COMPANY and conform with the reasonable directions of and regulations made by the COMPANY.

### 2.0 **Date of Commencement of Employment:**

- 2.1 Your employment will commence on or before “**November 17<sup>th</sup>, 2020** or such other date as may be mutually agreed.

### 3.0 **Remuneration:**

- 3.1 **Salary:** Your gross annual salary will be as mentioned in the appointment letter and the compensation details are as provided on **Annexure-I** for the first year of your Employment. Your salary, subject to such deductions as are required by law and/or agreed between you and the COMPANY, is payable as per the structure shown in the annexure to this agreement.
- 3.2 **Mediclaim Insurance:** Employee, spouse and children less than 21 years of age and parents will be entitled to participate in the Hospitalization insurance scheme subject to the rules of such scheme as laid out in the current existing policy. Details of the benefits provided by this scheme are available on request. The company reserves the right to change or modify the scheme. Hospitalization insurance scheme subject to the rules of such scheme as laid out in the current existing policy. Details of the benefits

- 3.3 You will be entitled to participate in the COMPANY’s personal accident scheme subject to the rules of such scheme at the COMPANY’s expenses. The company reserves the right to change or modify the scheme.

- 3.4 Discretionary performance bonus (if applicable), would be based on your individual performance, your group performance and the company’s performance. Bonuses are due and payable annually following the finalization of the Company’s annual results. No entitlement to a bonus exists, and no bonus will be paid in the event of separation from the company for whatsoever reason and manner prior to the end of a bonus payable date. Bonuses are payable at the sole discretion of the company, and the company reserves the right to take into account all relevant factors in determining final approved payments.

- 3.5 Incentives (If applicable): All incentives will be paid according to the performance and company incentive policy. No Incentive will be paid in the event of separation from the company for whatsoever reason and manner after last working day. The company reserves the right to take into account all relevant factors in determining final approved payments.

### 4.0 **Provident Fund Scheme:**

- 4.1 You will be entitled to the COMPANY’s Provident Fund Scheme (As per the EPF Act, 1952) subject to its rules and on the under noted basis:
- 4.1.1 The COMPANY will contribute an amount equal to twelve percent of your basic salary towards the Provident Fund matched by a similar contribution from you.
- 4.1.2 Your normal retirement age for the purposes of your employment and the Provident Fund Scheme is 60 years. Subject to **clause 9**, your employment shall accordingly terminate automatically on the last working day of the month in which your 60th Birthday falls and the COMPANY’s final contribution to the plan will also be made in the same month.

### 5.0 **Location of work:**

- 5.1 Your base location shall be the **Registered Office of the Company at Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore - 560076**, but the COMPANY reserves the right to require you to work at any other Company premises or the premises of any other client or Group Company, from time to time as it may consider necessary. You shall also be required, with due authorization, to make business visits, overseas and in-land, as would be warranted in order to effectively carry out your responsibilities. Please refer to your offer documents for details on location.

- 5.2 You will be issued a deputation letter every time you are required to work at any location other than the Company Location for any specific assignment. Your base office and principal place of employment however shall, at all times, continue to remain the Company Location.
- 5.3 You will report back to the base office on completion of your deputation or sooner, if the management of the Company decides so at its own sole discretion. You will continue to be governed by the Company's Employee Handbook and the terms of employment with the Company during the entirety of your deputation, in addition to any other condition that the client may propose in conjunction with the Company'.
- 6.0 Holidays and Leave:**
- 6.1 The COMPANY will declare certain number of holidays for festivals and certain nationally important days, the guiding principles being the laws of the land and local practice.
- 6.2 **Leave:** Leave entitlements will be as per COMPANY rules as would form part of the Employee Handbook or be separately notified.
- 6.3 You will continue to be governed by the terms of holiday and leave as contained in the Employee Handbook even during the periods while you are deputed to a Client's premises, unless expressly told otherwise by the Company.
- 7.0 Conflicts of Interest and Confidentiality:**
- 7.1 Information pertaining to the COMPANY's operations shall be kept confidential and safeguarded by you. On joining the COMPANY, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. Any Intellectual Property or Patents developed by you during your service will be the property of the COMPANY and the Group Companies. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Similarly, after leaving the services of the COMPANY, you shall keep confidential any proprietary information and technologies, which you were involved with during your service with the COMPANY and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 7.2 During the tenure of your employment with the COMPANY, you are debarred from undertaking any other employment either on full or part time basis and shall not engage in any trade or business or contract or avocation, or honorary work anywhere, (whether or not such employment is paid), directly or indirectly without prior permission of the COMPANY. Contravention of this condition will entail termination of your services with the COMPANY without any notice.
- 7.3 You must not at any time during (except so far as is required for the proper performance of your duties) nor at any time after the termination of your employment with the COMPANY communicate or divulge to any person ("person" shall include a firm or COMPANY or any other undertaking) or make use of or permit any other person to make use of for your own or any other person's benefit any Confidential Information.
- 7.4 You shall hand over all proprietary material, whether given to you during the course of employment, by the Company or any Group Company or a Client immediately on the termination of your employment or at such time when called upon to do so. Proprietary material includes both tangible material such as laptops, desktops, phones, electronic equipment, documents, etc and intangible material such as software, data in desktops, phones, and electronic equipment given to you for the purpose of carrying out your obligations during the course of employment.
- 7.5 You hereby agree that the restrictions contained in this Clause 7 are necessary for the protection of the Company, its Group Companies and its Clients and that there will irreparable damage caused to the Company, its Group Companies or its Clients if these terms and breached.
- 8.0 Deductions from Salary:**
- 8.1 You agree that the COMPANY may at any time deduct, from your salary or any other benefit payable to you, any sum including any over- payment of salary, which in the reasonable opinion of the COMPANY you owe to it whether by reason of any default on your part or otherwise at the time such deduction is made.
- 9.0 Termination of Employment:**
- 9.1 This agreement of employment may be terminated by One Month written notice on either side.
- 9.1.1 Notice Period has to be served in full and no leaves can be adjusted against the notice period.
- 9.1.2 Either party will have an option of Notice Period buyout by paying the 'GROSS SALARY' for the buyout period computed based on the monthly gross salary. In case of employee opting for Notice period buyout, it is COMPANY's sole discretion to accept or reject such notice period buyout option with or without assigning reason.
- 9.1.3 The company holds the right to with-hold the full and final settlement as well as the relieving documents if the notice period policy is not adhered to.
- 9.1.4 Exceptions to this policy require written authorization from the respective BU head.

- 9.2 However, in case of discharge due to misconduct, the notice period and remuneration in lieu of notice will not be applicable. Notwithstanding any other provision of this Agreement, your employment will automatically come to an end without notice when you attain the normal retiring age, as set out in **Clause 4.1.2** above.
- 9.3 Your employment may be terminated by the COMPANY without notice under any of the following clauses:
- 9.3.1 If you become of unsound mind.
- 9.3.2 If at any time you are prevented by illness or accident or other incapacity from properly performing your duties for a period of six consecutive months or for more than 120 working days in any 12 consecutive months.
- 9.3.3 If you either commit any serious breach or (after warning) repeat or continue any material breach of your obligations under this Agreement or any other internal policy of the COMPANY.
- 9.3.4 If you persistently fail or neglect to carry out your duties under this Agreement or fail to maintain a satisfactory standard of conduct or performance within a reasonable time after receiving written warning from the COMPANY relating to your conduct and/or performance.
- 9.3.5 If you commit any act of fraud, dishonesty or conduct (whether or not in the course of your employment) tending to bring yourself, the COMPANY or any Group COMPANY or the Client into disrepute or otherwise to affect prejudicially the interests of the COMPANY or any Group COMPANY.
- 9.3.6 If you are declared bankrupt, compound with your creditors or enter into a voluntary agreement with your creditors or otherwise become unable to meet your debts and liabilities as and when they fall due.
- 9.3.7 If you are convicted of any criminal offence.
- 9.3.8 If you commit an offence relating to insider dealing or are in breach of the rules of any authority or regulatory organization, which apply to you.
- 9.4 The termination of your employment will not invalidate or affect any claim, which the COMPANY may have against you, nor will it invalidate or affect any terms or conditions of your employment, which are expressed to have continuing effect after the termination of your employment, even if the COMPANY has breached any other terms of your employment.
- 9.5 On communication of the termination / resignation of your employment with the COMPANY, you will immediately give up to the COMPANY before you are relieved all documents of the COMPANY including, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects, computer disks, materials, equipment and other property of the COMPANY or any of its customers or clients in your possession and shall not make or retain any copies or extracts of parts thereof.
- 9.6 On termination of your employment you shall resign without compensation for loss of office from such offices held by you in the COMPANY and any of the Group Companies and from any other offices you may hold as nominee or representative of the COMPANY or any Group COMPANY.
- 10.0 Restrictions following termination:**
- 10.1 **Protection of Interest:** If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the COMPANY, such development will be fully communicated to the COMPANY and will be and remain sole right / property of the COMPANY.
- 10.2 You acknowledge that during the course of your employment under this Agreement you will be privy to Confidential Information and you will make, maintain and develop personal knowledge of, influence over and valuable personal contacts with clients, staff and third parties. Accordingly, you covenant with the Company that save with the previous express written consent of the Company you will not in the period of twelve calendar months following the date on which your employment terminates under this Agreement ("the Termination Date"), directly or indirectly whether as principal, agent, majority shareholder or investor, director, consultant, employee or otherwise on your own behalf or on behalf of any other person, concern, undertaking, firm or body corporate
- 10.2.1 Deal with, seek employment or engagement with, be employed or engaged by or engage in business with or be in any way interested in or connected with, whether as principal, agent, majority shareholder or investor, director, consultant, employee or otherwise, any Competitor
- 10.2.2 Solicit business from any client for the purpose of providing to that client services which are the same as or similar to those you have been involved in providing to that client at any time in the six months preceding the Termination Date.
- 10.2.3 Deal with, seek employment or engagement with, be employed or engaged by or engage in business with any client or work on any account or business of any client of the Company or any Group Company for the purpose of providing to that client services which are the same as or similar to any services which you have been involved in providing to that client at any time in the 6 months preceding the Termination Date.
- 10.2.4 Solicit or endeavour to entice away from the Company or any Group Company any appointee, officer, consultant or senior or managerial employee of the Company or any Group Company (whether or not

such person would commit any breach of his contract of employment or engagement by reason of leaving the service of such company) or knowingly employ, assist in or procure the employment by any other person, concern, undertaking, firm or body corporate of any such person

- 10.2.5 Communicate to any person, concern, undertaking, firm or body corporate anything, which is intended to or which will or may damage the reputation or good standing of the Company or any Group Company.
- 10.3 In the event the COMPANY is of the reasonable opinion that you are terminating your employment with the COMPANY to pursue an occupation in violation of this Clause, then the COMPANY reserves the rights to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the COMPANY.
- 10.4 You will not communicate to any person, concern, undertaking, firm or body corporate anything, which is intended to or which will or may damage the reputation or good standing of the COMPANY or any Group COMPANY.
- 10.5 You will not at any time following the Termination Date, save with the previous express written consent of the COMPANY, represent yourself as being in any way connected with our interested in the business of the COMPANY or any Group COMPANY.
- 10.6 If the COMPANY transfers all or any part of its business to a third party (“**the transferee**”) the restrictions contained in this **clause 11** shall apply to you with effect from you becoming an employee of the transferee as if references to the COMPANY include the transferee and references to any Group COMPANY were construed accordingly and as if references to clients were to clients of the COMPANY and/or the transferee and their respective Group Companies.
- 10.7 You hereby agree that at the request and cost of the COMPANY, you will enter into a direct agreement or undertaking with any Group COMPANY whereby you will accept restrictions and provisions corresponding to the restrictions and provisions contained in this **Clause 10** (or such of them as may be appropriate in the circumstances) in relation to such services and such area and for such period as such COMPANY or companies may reasonably require for the protection of its or their legitimate interests.

The restrictions set out in this **Clause 10** are without prejudice to your other express, implied duties whether fiduciary, or otherwise owed to the COMPANY or any Group COMPANY.

The COMPANY reserves its rights to add, in future, any further clauses to protect its business interests after giving you a reasonable notice.

## 11.0 Representations and warranties

- 11.1 You represent that you have no commitments to former employers or other entities which would restrict you joining the COMPANY and/or fulfilling any duties and obligations set out herein. You also represent and warrant that you have not taken or otherwise misappropriated and 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. You shall indemnify and hold harmless the COMPANY from any and all claims arising from any breach of the representations and warranties in this Agreement.
- 11.2 You have furnished to the COMPANY certain documents of qualification and have made various other representations based on which the COMPANY has employed you. You represent that all documents furnished to the COMPANY and all facts disclosed are true and accurate. You further represent that in addition to the disclosures already made, you have disclosed all material and relevant information which may either affect your employment with the COMPANY currently or in the future or may be in conflict with the terms of your employment with the COMPANY, either directly or indirectly. You acknowledge and agree that in the event any of the information provided by you is found to be inaccurate, misleading or false in any manner whatsoever, you shall be subject to appropriate disciplinary action, including but not limited to immediate termination from the services of the COMPANY.
- 11.3 During the term of this Agreement, you shall not directly or indirectly engage yourself in any other business, occupation or employment, whether or not such activity is pursued for profit, gain or other advantage without the COMPANY’S prior express approval and you shall not render any other, commercial or professional services or participate in any other commercial activity.
- 11.4 You acknowledge and agree that notwithstanding the disclosure of any Confidential Information by the COMPANY to you, the COMPANY shall retain title and all intellectual property and any and all other proprietary rights in the Confidential Information and any developments, modifications or improvements made to the Confidential Information by you. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly or otherwise in favour of you over any of the Confidential Information you may have access to.

## 12. Definitions:

- 12.1 In this Agreement the following words and expressions shall have the following meanings:

12.1.1 **“COMPANY”** shall mean the COMPANY or Directors of the COMPANY and, where the context so admits, the person to whom you directly report.

12.1.2 **“Competitor”** shall mean any person, firm or body corporate which competes with any business of the COMPANY of a kind carried on by the COMPANY or any other Group COMPANY at the Termination Date in which you have been involved on behalf of the COMPANY at any time in the 12 months immediately preceding the Termination Date.

12.1.3 **“Confidential Information”** shall mean all information not in the public domain concerning the business and/or finances of the COMPANY or any Group COMPANY or any other customers, clients or suppliers of the COMPANY or any Group COMPANY, which you shall have received or obtained at any time by reason of or in connection with your service with the COMPANY or any Group COMPANY including, without limitation: trade secrets: customer/client lists, contact details of clients, customers and suppliers and individuals within those organizations; technical information, know-how, research and development; financial projections, target details and accounts; fee levels, pricing policies, commissions and commission charges; budgets, forecasts, reports, Interpretations, records and corporate and business plans; planned products and services; marketing and advertising plans, requirements and materials, marketing surveys and research reports and market share and pricing statistics; and computer software and passwords;

12.1.4 **“Group COMPANY”** shall mean any COMPANY, which is from time to time a holding COMPANY (as defined by The Companies Act, 1956) of the COMPANY, a subsidiary (as so defined) of the COMPANY or a subsidiary (as so defined) of a holding COMPANY (as so defined) of the COMPANY;

12.1.5 **“Group”** shall mean the COMPANY and the Group Companies and any of their Branches or affiliates.

**13.0 Changes:**

13.1 Please note that you are governed by all Rules and Regulations of the COMPANY, which are in force at any given time and the COMPANY reserves the right to modify any of the terms and conditions of service from time to time, which shall be binding on you.

**14.0 General:**

14.1 This Agreement is in replacement for all previous contracts of service or other arrangements relating to your employment by the COMPANY or any Group COMPANY.

14.2 In the event of one or more of the provisions of these Terms and Conditions being invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15.0 Laws of Agreement:**

15.1 This Agreement shall be governed by and construed in accordance with Laws of India subject to the exclusive jurisdiction of the courts of Bangalore.

**16.0 Arbitration:**

16.1 Any dispute between the parties hereto shall be referred to arbitration to be held in accordance with the terms of the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of one (1) arbitrator jointly appointed by the Company and You. The seat of arbitration shall be Bangalore, India.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

We wish you all the best in your career.

**Panini Balaji**  
**Head - Human Resources**

**Declaration**

I confirm that I have read and understood the above terms and conditions of employment and am accepting the same. Also, I acknowledge that I have retained a copy of the Terms and Conditions supplied to me. I will be reporting for duty on or before the .....day of.....2020.

**Date:** .....

**Signature:** .....

**Jovan Adal Aroza**

July 04, 2020

**To:**

Jovitha Lisa Pinto  
Pinto Villa, Indar,  
Belman Post, Karkala Taluk  
Udupi - 576111  
Karnataka

Dear Jovitha,

Sub: Offer Letter

We are pleased to offer you the position of **Digital Marketing Trainee** at 7EDGE Private Limited (“7EDGE”).

Here at 7EDGE, we are committed to both your personal and professional growth. You will, until revised later in writing at 7EDGE’s sole and absolute discretion, receive a compensation of Rupees Two Lakh Forty Thousand Only (INR 2,40,000/-) per year as your cost to company (“CTC”).

If you choose to accept this offer, your effective date of employment with 7EDGE shall be from July 09, 2020 and your place of employment shall be **Mangalore**. Additionally, on acceptance of this offer, you will be required to furnish copies of the following documents of qualification along with a signed copy of this letter, no later than July 06, 2020:

1. PAN and Aadhaar Copy;
2. Educational certificates; and
3. 2 Passport size photographs.

Please be informed that in the event that signed copy of the offer letter along with the requisite documents are not received by July 06, 2020, the offer shall be deemed to be rejected.

Please note that the terms of this offer are strictly confidential and the same shall not be disclosed to any third party under any circumstances without the prior approval of 7EDGE.

We believe this offer represents the beginning of an exciting and satisfying career at 7EDGE. As a member of 7EDGE, we look forward to a long and mutually fruitful professional relationship with you and wish you all the very best.

Yours sincerely,

**For 7EDGE Private Limited**

*Ashu Kajekar*  
Ashu Kajekar (Jul 4, 2020 18:24 GMT+5.5)

[Authorised Signatory]

## Acknowledgement

I acknowledge the receipt of this letter and confirm my acceptance of the terms and conditions contained herein.

*Jovitha Lisa Pinto*

Jovitha Lisa Pinto (Jul 4, 2020 18:42 GMT+5.5)

Jovitha Lisa Pinto

Date: Jul 4, 2020



## Appointment Letter

Date: February 22, 2021

To,

**Employee Name:** Joyson Glan Alva

**Workday ID:** 15329

**Emp ID:** 1851

We are pleased to appoint you as Associate Analyst with Avalara Technologies Private Limited with effect from February 22, 2021.

The terms and conditions remains the same as mentioned in the offer letter dated February 07, 2021 with prevailing policy changes from time to time.

Issued by  
**Human Resources**  
**Avalara Technologies Pvt. Ltd.**

A handwritten signature in black ink that reads "Babita Paul". The signature is written in a cursive style and is positioned above a horizontal line.

**Babita Paul**  
**Manager - HR**

**Avalara Technologies Private Limited**

Registered office: 7th Floor, Amar Sadanand Tech Park, Plot No. 3, Survey No. 105, Baner, Pune - 411 045, Maharashtra, India.  
Phone No: 020 68177200 | [www.avalara.com](http://www.avalara.com) | CIN U72900PN2006PTC021886



Dear Joyson Glan Alva,

Welcome to Kotak Life Family. I congratulate you for joining us in our exciting journey of building India's best life insurance company.

We take pride in being the **only** 100% Indian company among the top ranking Indian life insurance organizations.

At Kotak Life we lay emphasis on living a value driven winning culture. As you embark on a new journey with us, let me introduce you to PACIFIC-an acronym that defines our core values.

Recognized as having the highest professional standards. Our employees and advisors will possess superior knowledge & skill, for the benefit of our customers. We will strive for best of class processes and superior quality of execution in whatever we set out to achieve.

We consistently strive for improvement by seeking feedback and adopting best practices. Every achievement becomes a milestone for the next level of performance.

Customers depend on us to be there in the future to meet promises. We will achieve by efficient cost management, uncompromised claim payments and superior investment management.

Our dealings are characterized by the highest levels of trust, honesty and fairness.

We create an environment that encourages all employees to innovate, experiment and try out new things without fear of failure.

We strive to satisfy our customers by providing quality products, services, advice sustainable value, and ensure our customers receive excellent solutions to meet their needs.

Employees will determine our future success. We will treat everyone with dignity. We will invest in the development of our human resources and reward superior performance.

My best wishes for scaling greater heights in your career with PACIFIC guiding you along the way! Regards,

**G Murlidhar - Managing Director**

**Kotak Mahindra Life Insurance Company Limited**

CIN: U66030MH2000PLC128503

**Registered Office:**

2nd Floor,  
Plot # C- 12,  
G-Block, BKC, Bandra (E),  
Mumbai - 400 051.

**Corporate Office:**

7th Floor, Kotak Infinity, Bldg. No. 21,  
Infinity Park, Off W. E. Highway,  
General AK Vaidya Marg, Malad (E),  
Mumbai - 400 097, India.

T +91 22 6605 7777

F +91 22 6725 6166

<http://insurance.kotak.com>

*Koi hai... hamesha*

**Offer-cum-Appointment Letter**

03 April 2020

Joyson Glan Alva

2-16, Kodu Gudde, Panji Maru Post Shirva, Shirva, udupi , Karnataka - 574116

Dear **Joyson**,

Welcome to Kotak Mahindra Group.

We hereby offer you an appointment as **Management Trainee** in the **L3** grade with Kotak Mahindra Life Insurance Company Limited ("Company") with effect from **11 May 2020**, subject to your completing joining formalities, as prescribed by the Company, on or before the said date. If you join prior to the said date, your appointment shall take effect from the date of your joining.

With your selection, the Company has taken a step forward to fulfill a part of the Group Vision, i.e., being the preferred employer for the best talent. And now it is upon both of us to strive towards creating Value for our customers and stakeholders by offering individualized real-time, pragmatic solutions to service every financial requirement of our customers. We, together, shall live up to the entrepreneurial and innovative spirit of the Group and work with complete transparency & compliance to become a Global Indian financial services brand. It is expected that you will uphold all that we stand for and strive towards fulfillment of the Company's goals.

Your appointment shall be subject to the Terms and Conditions enclosed with this letter as Annexure-A. The same shall form part of this letter of appointment. Your joining shall be deemed to be an acceptance of these Terms and Conditions by you.

This offer shall stand withdrawn if you do not join on or before the date specified in this letter.

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

Here's wishing you **#CareersForLife** at KLI.

Yours Sincerely,

**For Kotak Mahindra Life Insurance Company Limited**



**JM Prasad**  
**Group Head - Human Resources (Insurance)**

## Annexure-A

### Terms and Conditions of Appointment

1. You are offered an appointment as **Management Trainee** in the **L3** grade with effect from **11 May 2020**, subject to your joining. If you join prior to the said date, your appointment shall take effect from the date of your completing joining formalities prescribed by the Company. Your joining shall be deemed to be an acceptance of these Terms and Conditions.
2. Upon your joining, you will be initially inducted into our **Kotak Agency-Field Sales**. The details of your remuneration are enumerated in Annexure B.
3. You will initially be posted at our office at **KLI - Mangalore 1 - Fortune Building Mangalore, Karnataka, India, (South)** but you will be liable to be posted at any other office / branch / department / division of the Company, or any of the Company's parent, affiliate, subsidiary etc., within India or abroad.
4. You will perform such duties as are assigned to you by the Company from time to time relating to the position to which you are now appointed and to which you may be transferred / deputed / seconded / promoted in future. You shall comply with all official orders of your superiors and attend to your duties punctually at such place/places, as may be required at the relevant time.
5. You shall use your best endeavours to promote the interests of the Company and your conduct at all times shall be such as not to damage the interests of the Company. You shall not engage yourself directly or indirectly or in advisory capacity, in any trade, business, vocation or occupation.
6. In consideration of your effective services, you will be eligible for remuneration as per details provided in the 'Compensation Package Sheet' attached to this letter as Annexure B. All payments will be as per the Company's procedures / schedules in force from time to time and will be subject to deduction of appropriate taxes at source and any statutory liabilities arising on your account, such as contribution to Provident Fund. All Current and future liabilities relating to your remuneration (whether statutory or otherwise) shall be adjusted against the overall amount of "Gross Compensation". Details of the compensation package are strictly confidential between you and the Company. The details are not liable for disclosure by you to any third party, without the Company's formal prior written consent.
7. You will faithfully observe and be governed by the Company's rules and regulations on matters such as working hours, festival, public holidays, weekly offs and any other facilities, amenities, mode of recording your attendance, safety and security requirements, medical fitness, personal identification, etc. and operate with due regard to the highest professional standards / ethics in all your transactions. You may be required to work on staggered timings / shifts, the timings for which may be altered from time-to-time. The Company may refix / modify your designation, grade and distribution of your remuneration into different components as per designation / grade / compensation structures implemented by the Company from time-to-time at their sole discretion.
8. If you absent yourself from the services of the Company without prior written permission or overstay sanctioned

leave for eight consecutive days, you will be deemed to have abandoned your service voluntarily. In such a case, the Company may remove you from service without giving any prior notice.

9. You will be required to submit various documents in respect of your qualifications, work experience, etc. and to fulfill different joining formalities at the time of reporting for duty. The Company may, at its discretion, not include you into the payroll till all joining formalities have been completed. You are requested to inform the Company regarding any changes to your permanent and contact addresses (including phone numbers and such other appropriate details) and any changes to the data provided by you at the time of your selection by the Company.

10. Your acceptance and retention in the Company's rolls will be on the assumption of your medical fitness. If you are at any time prevented by accident, ill health, or any other urgent necessity from attending office or from performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. You will be required to produce appropriate records of your medical contingency and also a certificate of medical fitness before you resume work. In addition, if called upon, you shall submit yourself to a medical examination from time to time by a qualified registered medical practitioner appointed or agreed to by the Management. Absence from work or disability in performing your duties beyond the period of leave to which you are entitled under the rules shall, at the discretion of the Management, be without any compensation.

11. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Company in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Company's processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Company or its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Company, its associates or clients. Breach of this condition on your part shall render your services liable for immediate termination and you shall be liable for any other / additional legal action as the Company may deem fit.

12. In line with the Insider Trading Regulations made under The Securities and Exchange Board of India Act, 1992, as modified from time to time, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicate such information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

13. You are not authorized to and must not at any time:

a. Trade on your own account by pledging the credit of the Company;

b. Even on the Company's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Company to risks, which are beyond its financial capacity to bear;

c. Enter into any commitment, dealing or obligation on behalf of the Company, except to the extent you are for the time being empowered by a resolution of the Board of Directors of the Company, or otherwise specifically authorized by a competent senior officer of the Company;

d. Accept directly or indirectly any commission, share in profit, presents, gifts or gratuities from any third party dealing with the Company in any mode or form whatsoever;

e. Represent yourself as an authorized representative of the Company, except to the extent of being specifically and formally authorized to do so;

f. Communicate with or speak / write or in any other manner interact with media (print / electronic or otherwise) or with any other external agencies on behalf of the Company, on matters concerning the Company, their associates, etc. save to the extent of performance of any of your statutory obligations for which you are specifically authorized by the Company.

14. You will not, without prior consent of the Company in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any area of activity of the Company. Company's decision regarding the consent shall be final and binding on you. You will not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Company or its affiliates. You will inform the Company without delay of any act of dishonesty, fraud or cheating or any damage to the company's property that you may come to know of whether the same is under contemplation or is taking place or has already taken place.

15. Your appointment and your continuation on the Company's rolls are in good faith and shall be based on the data, information or any other understanding provided by you during the course of your selection process, including the verbal information provided by you during the interviews / personal discussions. Any data that is not in consonance with the information provided by you shall result in immediate termination of your employment with the Company and you shall indemnify the Company in full, for any losses suffered by the Company. Company reserves the right to make suitable formal and informal checks with your educational institutions, former employers and any other third parties, as the Company may deem appropriate.

16. You authorize the Company to share information / provide a reference check covering your service with the Company to any third party / organization / agency conducting a reference check on behalf of an employer / agency. This authorization shall remain valid and be subsisting even after the cessation of your service with the Company.

17. During the tenure of this Appointment Agreement and for a period of one year subsequent to the termination of this Agreement, you shall not, without the prior written consent of the Company, directly, indirectly or through any other means or through a third party, solicit or offer employment to persons who are or have been in the previous six months, the employees of the Company.

18. During the tenure of your service with the Company, and for a period of two years subsequent to the cessation of your service, you shall not, without the prior written consent of the Company, directly, indirectly or through any other means or through a third party, solicit business from or perform services for any direct or indirect customer of the Company or any prospective customer whom you had any contact with or exposure to any time during the tenure of your service with the Company.

19. This arrangement can be terminated by the Company, 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;

b. Non-adherence or breach of Code of Conduct prescribed by the Company from time-to-time for its employees.

c. 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 agreement or a violation on your part of any of the company's rules;

d. Your 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;

e. Unauthorized absence from work, or failure to resume your duties on expiry of the leave duly authorized by the company.

20. Your appointment is subject to a probation period of **12 Months** or such period as the Company may prescribe from time-to-time. You will be considered for confirmation at the end of the probation period subject to successful completion of the pre-confirmation performance review. The probation period shall be deemed to have been extended unless formally and specifically advised otherwise by the Company.

21. Subject to the Company's right to terminate this employment in accordance with the provisions specified in this letter, the employment may be terminated by either party, by providing to the other party a formal notice of minimum period as prescribed by the Company from time-to-time through common announcements made to its employees by way of e-mails or by posting the same on the internal website/ intranet of the Company ("Notice Period"). The Notice Period shall always be treated as mandatory. Any attempt by you to exit or abandon your service before expiry of Notice Period shall be treated as a breach of the terms of your employment and shall render you liable for termination and payment of compensation to the Company.

22. In exceptional circumstances, the Company alone, in its discretion, shall have the right to waive the Notice Period, or any part thereof. Any such waiver shall be subject to payment of basic salary for the period of Notice Period so waived by the Company. The payment shall be made by the party seeking such waiver. It is further clarified that the Company alone, at its discretion, may opt to make/accept payment in lieu of notice period, which will be calculated on the basis of monthly Basic salary.

23. Your performance and progress will be assessed and appraised from time to time as per the performance appraisal / evaluation process or any other appropriate mechanism, as per schedules implemented by the Company from time to time. Please note that any payment from the Company, in the form of compensation, incentive or any other payment, will be made applicable only if you are on the rolls of the Company, on a not-resigned status, at the time of disbursement of such amounts.

24. After joining the company if you are selected for an assignment abroad for short or long term duration, you will be required to submit your original certificates with company for a mutually acceptable duration. Generally, the duration will be the duration for which you are being sponsored abroad. The papers for sponsorship abroad will be processed only after meeting this condition.

25. You should declare your interest, financial or otherwise in any company or firm or any other individuals who have dealing with us in any capacity. In the event of yourself acquiring or becoming interested in the future in such a company or partnership or firm or individual, you should immediately disclose the nature and extent of your interest. Breach of this clause may lead to your immediate termination without any compensation in lieu thereof.

26. Your address as indicated in your application for appointment shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have

been served upon you.

27. At present, the age of superannuation i.e. the age of retirement in our Company is 60 years. Your date of birth has been recorded as **27-10-1997** in the records of the Company. The age of superannuation/retirement may be varied by the Company from time-to-time.

28. At the time of your separation from the Company's employment in any manner whatsoever (including retirement), you will comply with all procedures and requirements connected with the separation including the formalities concerning handing over of all papers, documents, data, CDs and any other valuables, property and assets, etc. which belong to the Company. Final settlement of your dues and issuance of a certificate of employment shall be processed by the Company after you have completed all the separation requirements in full.

29. This letter constitutes the entire understanding between you and the Company relating to your employment by the Company and supersedes and cancels all prior written and verbal agreements and understandings with respect to the subject matter of this appointment. This offer-cum-appointment letter may be amended by a subsequent written communication issued by the Company. Any disputes relating to your terms of employment with the Company shall be settled through arbitration under the guidance of an arbitrator appointed by the Managing Director of the Company or the Head of HR Department of the Company. The Arbitration shall be governed by laws of India and shall be held at Mumbai.

30. You shall maintain the confidentiality of your passwords and not allow others to perform any activity using your user ID. You shall not share your password(s) with anybody. You shall be accountable for all actions carried out using your user-id / password. You shall always follow Company's policies and procedures sincerely and fortify the security of the Company.

31. While dealing with the potential customer, or customer, over phone, you shall ensure that you comply with all the procedures as laid down under the TRAI Act/Regulations/Rules/Notifications/Circulars and shall not violate the National Do not Call Registry (NDNC Registry) and the Company's Do not Call Registry established for curbing Unsolicited Commercial Communication (UCC). You shall make calls to the potential customer/s or customer/s only from our branch numbers registered with NDNC Registry. However, in the event of any breach or violation thereof, you shall be liable for the consequences thereof, and that you shall also fully indemnify the Company in the event of any liability falling on the Company on account of your breach.

**Annexure 'B'**

**Compensation Package**

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	1,05,000	8,750
HRA	52,500	4,375
Field Allow ance	98,000	8,167
Leave Travel Concession	50,000	4,167
Bonus	16,800	1,400
Special Pay	8,972	748
<b>Monthly Gross</b>	<b>3,31,272</b>	<b>27,606</b>
Company Contribution into Provident Fund	13,677	
Gratuity	5,051	
<b>Total CTC</b>	<b>3,50,000</b>	
<b>Long Term Incentive Plan</b>	<b>80,000</b>	

**Long Term Incentive Plan (LTIP):**

1. LTIP of INR 300,000/- (Rupees Three Lakhs only) will be paid over the period of 3 years.
2. INR 80,000/- (Rupees Eighty Thousand only) will be paid in joining year, INR 100,000/- (Rupees One Lakh only) will be paid in the second year & INR 120,000 (Rupees One Lakh Twenty Thousand only) will be paid in third year.
3. This payment will be staggered payment. Payment will be made on interval of every 6 month i.e. in January & July month for 3 years.

4. Staggered payment details are below –

Year	Tenure	Payment Month	Amount	Yearly LTIP
Year 1	M6	January	40000	80000
	M12	July	40000	
Year 2	M18	January	50000	100000
	M24	July	50000	
Year 3	M30	January	60000	120000
	M36	July	60000	

**Criteria for LTIP eligibility: Performance should be “Meets Expectation” and above across all reviews.**

**Notes:**

1. Your designation and the distribution of the overall CTC amount into different components will be governed by the designation / compensation structures in force at the relevant time. Accordingly, all individual payments including the Basic Salary are liable for modification from time to time. Shortfall, if any, in respect of all statutory payments will be liable for adjustment against the Gross Compensation and Company will not have any additional liability on this count. Depending on the compensation structure and your location of posting at the relevant time, you may not be eligible for this payment altogether. As per rules currently in force, you will also contribute an amount equal to the Company's contribution into Provident Fund.

2. All payments listed above as reimbursements (if any) need supporting documentation. If the reimbursement forms are received before 15th of the month, it will be included in the same month's payroll, otherwise in the subsequent payroll month.

3. Any kind of tax incidence on any of the items listed above, including Fringe Benefits Tax, will have to be borne by the employee. The Income Stabilizer Allowance (wherever applicable) has therefore been introduced to even out the recovery for this deduction, so that a major tax deduction does not happen in January / February thereby upsetting your monthly income.

4. A 'notional' provision has been indicated above forming part of the CTC amount, providing for payment of gratuity to you in future. The quantum of this 'notional provision' is subject to suitable adjustments as per the provisions of the gratuity scheme when a scheme is formally introduced in the Company. Any payment to you on this count will be applicable when you fulfill all the relevant eligibility criteria.

5. You will be governed by the specific provisions and the administrative practices under different schemes / payments. Schemes of loans / deposits are liable for modification. Repayment of the loans / deposits along with the interest rates at the applicable rates shall be as per policies in force.

6. All other terms and conditions of your employment would be as per the existing policies of the Company in force time to time.

7. Details of the compensation package are strictly confidential between you and the Company; and are not liable for disclosure to any third party without the Company's formal consent.

## **Kotak Life - Code of Conduct**

### **1. PURPOSE**

All the employees and business associates must be, and should be seen as, committed to integrity in all aspects of their activities and comply with all applicable laws, regulations and internal policies. The purpose of laying down the Code of Ethics & Business Conduct (hereinafter referred to as "the Code of Conduct" or "the Code") is to improve overall compliance as well as to enhance further scope of good corporate governance with an ethical and transparent process in managing the affairs of the Company.

### **2. APPLICABILITY**

This Code applies to all the employees of the Company. For the purpose of this Code, 'Employee' shall mean all individuals on full-time or part-time employment with the Company, with permanent, probationary, trainee, retainer, temporary or contractual appointment.

### **3. PROFESSIONALISM & ETHICAL BEHAVIOUR**

The personal and professional behaviour of Employees shall conform to the standards expected of persons in their positions, which includes:

- a. Commitment and adherence to professional standards in their work and in their interactions with other Employees of the Company;
- b. Commitment to maintain the highest standards of integrity and honesty in their work;
- c. Adherence to ethical and legal standards to be maintained in business;
- d. Responsibility to support the Company in its efforts to create an open and mutually supportive environment;
- e. Responsibility to share information and give willing assistance in furthering the goals and objectives of the Company; and
- f. Responsibility to ensure that there is no misrepresentation of facts. Wherever a misunderstanding is thought to have taken place through unclear communications, this should be corrected promptly.

### **4. CONFLICT OF INTEREST**

- a. Each Employee is expected to avoid situations in which his or her financial or other personal interests or dealings are, or may be, in conflict with the interests of the Company. Accordingly, the Company expects its Employees to act in the Company's interest at all times.
- b. Employees are advised not to engage in any other business, commercial or investment activity that may conflict with their ability to perform their duties towards the Company. Employees must also not engage in any other activity (cultural, political, recreational, social) which could reasonably conflict with the Company's interests and interfere

with the performance of their duties.

c. Employees must not use any Company's property, information or position, or opportunities arising from his employment for personal gains or to compete with or to tarnish the image of the Company.

d. Employees should not engage in any business activity which could be detrimental to, or in competition with, the Company's business activities.

e. All Employees must avoid situations in which their personal interest could conflict with the interest of the Company.

f. The Employee must not empanel/engage any vendor who is a relative of the Employee.

g. If, under any circumstance, Employees' personal interests conflict with those of the Company's, in all such cases, the Employee must seek advice from his or her reporting/ reviewing manager or from senior management.

h. For avoidance of doubt, mere financial portfolio investments shall not be considered as activities that conflict with the business of the Company.

## 5. CONFIDENTIALITY OF INFORMATION

a. As a result of employment with the Company, Employees may be entrusted with confidential information with regard to the Company and/or its affiliates, customers or vendors/suppliers.

b. The Employees shall always keep the confidential information pertaining to the Company absolutely confidential and shall not disclose the same to any third party, unless required to be disclosed under law.

c. The Employee shall not use the confidential information of the Company including its business structure, trademarks, logos etc. for creation of any application (app), software, or any other tool etc. without the prior written consent of the Company.

d. When in doubt, the Employee should ask the Secretarial and/or Legal/Compliance Department whether information is to be treated as confidential.

## 6. INTEGRITY OF FINANCIAL INFORMATION

a. As an employee, you may be required to participate in accounting processes that directly impact the integrity of external financial statements and internal management reports. In such a case, the Employee shall have a responsibility to ensure that all transactions are recorded in Company's accounts accurately and promptly and any known inaccuracies are immediately reported to the management.

b. In case the Employee is entrusted with handling of cash / securities, any shortfall will be recoverable from the Employee personally. This does not preclude the Company from recovering the same from any dues to the Employee, or taking suitable legal action against the Employee.

c. Misrepresentations by Employees that may conceal or obscure the true nature of a business transaction shall be treated as contraventions of this Code.

## 7. PROTECTION AND USE OF COMPANY PROPERTY

a. All Employees of the Company are responsible for protecting and taking reasonable steps to prevent the theft or misuse of, or damage to, Company's assets, including all kinds of physical assets, movable, immovable and tangible property, corporate information and intellectual property such as inventions, copyrights, patents, trademarks and technology and intellectual property used in carrying out their responsibilities.

b. All Employees must use all official equipment, tools, materials, supplies, and Employee time only for Company's legitimate business interests.

c. Company's property must not be lent or disposed of except in accordance with Company's policies. All Employees must use and maintain Company's property and resources efficiently and with due care and diligence.

## 8. HOURS OF WORK AND PUNCTUALITY

a. All Employees are expected to report for work on time and be regular in their attendance. They should perform their job responsibilities during working hours. Tardiness, absenteeism and loafing during work hours must be avoided by the Employees.

b. Dishonesty in connection with marking of attendance or attempting to mark attendance for other employees will be treated as a misconduct making the concerned Employees liable for appropriate actions.

## 9. ACCEPTANCE OF GIFTS AND OTHER BENEFITS

Employees should not accept gifts or other benefits other than of nominal value from any individual or concern having official dealings with the Company or from any junior officer so as to avoid any possibility of such gifts or benefits even appearing to compromise business or official relationships. In case of any ambiguity, Employee must check with their managers/Departmental Heads to be sure that the gifts are indeed of nominal value.

## 10. WHOLE TIME AND ATTENTION

All Employees shall devote their time and their best efforts to promote the Company's business and may not, without the prior written consent of the Company (and subject to any terms and conditions as may be imposed by the Company), engage or be interested in (whether directly or indirectly) in any other business, employment or vocation for pecuniary gain.

## 11. HARASSMENT

a. The Company is committed to provide a work environment that is free from inappropriate behaviour of all kinds and harassment on account of age, physical disability, marital status, race, religion, caste, sex, sexual orientation or gender identity.

b. Employees undertake not to cause any such harassment during their employment and also commit themselves to support the Company in its endeavour to protect others from any form of such harassments.

c. In the course of business conduct of any Employee, wherever harassment occurs to any such Employee as a result of an act or omission by any third party or outsider, the Company shall take all steps necessary and reasonable to assist such affected Employee in terms of support and preventive action. This is separately detailed in the "Policy

Against Sexual Harassment of Women at Workplace".

## 12. ALCOHOL & SUBSTANCE ABUSE

a. The use or possession of alcohol, illegal drugs, and other controlled substances in the workplace and being under the influence of these substances on the job and/or during working hours is strictly prohibited. However, possession of prescription medication for medical treatment is permitted.

b. There may be company-sponsored events where management approves serving of alcoholic beverages. In these cases, all appropriate liquor laws must be followed, including laws regarding the prohibition of serving of alcohol to those under the legally permissible age.

c. Under all such cases, excessive drinking, intoxication and misbehavior is prohibited and will be dealt with severely.

## 13. FRAUD

a. Fraud — or the act or intent to cheat, trick, steal, deceive, or lie — is both dishonest and, in most cases, criminal. Acts of fraud are subject to strict disciplinary action, including dismissal and possible civil and/or criminal action against the concerned Employee.

b. Few examples of Fraud include:

– Fraudulent sourcing of Insurance business;

– Submitting false expense reports;

– Forging or altering cheques;

– Misappropriating assets or misusing Company's property;

– Unauthorized handling or reporting of transactions;

– Inflating sales numbers;

– Making any entry on Company records or financial statements that is not accurate and in accordance with proper accounting standards;

– concealment of facts of any frauds/ unethical act;

## 14. COMPLIANCE WITH LAWS AND AGREEMENTS

a. All Employees shall conduct business in compliance with all applicable laws and regulations.

b. All Employees shall adhere to all applicable anti-corruption and anti-bribery laws.

c. All the Employees shall honour and aid in honouring the contractual obligations of the Company, as may be contained in valid and binding agreements executed by the Company with third parties.

## 15. HEALTH, SAFETY AND ENVIRONMENT

- a. All Employees shall comply with the Company's health and safety norms as communicated to them from time to time.
- b. Employees shall bring to the management's attention any workplace safety or health hazard.

## 16. PRESS INQUIRIES/PUBLISHING OF INFORMATION

- a. Only nominated Employees are authorized to respond to press/media queries on behalf of the Company. All Employees should refer all calls relating to such press/media queries to the Corporate Communication Department of the Company.
- b. The Employees shall not, without the prior written consent of the Company, publish in any media including print media, Social media, blogs etc., any content/comment(s) write-ups /views etc. concerning the activities of the Company.
- c. In case any of the views so published by the Employee are found to be anti-social or detrimental to the brand image of the Company, the concerned Employee shall be held accountable for the same.

## 17. CONSENT UNDER NATIONAL DO NOT CALL REGISTRY GUIDELINES

The Employee gives consent to the Company to Call or send SMS to him/her in the course of routine engagements / assignments /queries/policy investigations/promotional communication etc, even if his/her number is registered in the NDNC Registry or any other similar database.

## 18. ADHERENCE TO TRAI REGULATIONS

- a. While dealing with a prospective or existing customer over phone, the Employee shall ensure that he/she complies with all the procedures as laid down under the TRAI Act/Regulations/Rules/Notifications/Circulars and shall not violate the National Do Not Call Registry (NDNC) or National Customer Preference Registry (NCPR) or any other similar registry.
- b. He/She shall make calls to the potential customer/s or customer/s only from Company's numbers registered with TRAI. However, in the event of any breach or violation thereof, the concerned Employee shall be liable for the consequences thereof, and that he/she shall also fully indemnify the Company in the event of any liability falling on the Company on account of such breach.

## 19. INFORMATION SECURITY - ACCEPTABLE USAGE POLICY

All Employees shall read, understand, and agree to abide by the provisions of the Acceptable Use Policy of KLI. The key features of the said Policy are outlined below:

Every Employee -

- shall maintain the confidentiality of passwords and not allow others to perform any activity using his/her user ID and shall not write down passwords.

- shall always lock the system using CTRL+ALT+DEL+ENTER or Windows + L, before leaving it unattended.
- shall always report the loss of his/her IT hardware / Desktop /Laptop immediately to the reporting head and IT Service Desk and shall lodge an FIR at the police station.
- shall agree to abide by the Information security policy changes as advised from time to time.
- shall not install or distribute any unlicensed software.
- shall not send or forward unsolicited emails to a large number of users which can be considered as mail spamming.
- shall not send emails containing any document, software or other information protected by copyright, privacy or disclosure regulation.
- shall not, either during or after his employment with KLI, divulge or utilize any confidential information belonging to KLI. This includes confidential information on processes and KLI's businesses and Customer Information, which may come to his/her knowledge during employment.
- shall promptly report all violations of the information security policies and security incidents of KLI to [kli.infosec@kotak.com](mailto:kli.infosec@kotak.com).

## **20. MISCONDUCT AND NON-OBSERVANCE OF THE CODE**

- a. Misbehavior, fights with colleagues, in office or Premises in close proximity to the office premises, and at official events outside the office premises that may be construed to affect the brand image of the Company shall be strictly dealt with and may lead to termination of employment.
- b. Non-observance of this Code shall be construed as misconduct that could warrant disciplinary action which may lead to dismissal from service. The decision in this regard will lie with the management of the Company and such a decision shall be binding on the Employees.
- c. Personal assets which will have significance in any investigation against the Employee or against anybody else connected with the Employee's affairs may be requisitioned by the Company and the Employee undertakes to submit the same to the Company for the purpose of such investigation.

## **21. EXCEPTIONS**

Any exceptions to the norms laid down in this Code may be approved at the discretion of the Managing Director or any appropriate authority to whom such power is delegated by the Managing Director.

## **22. ACCOUNTABILITY**

- a. The Employees shall, at all times, abide by the standards, requirements and procedures laid down under this Code.
- b. The Employees must -
  - commit to their individual conduct in accordance with this Policy.

- observe both, the spirit and the letter of the law, in their dealings on Company's behalf.
- recognize Company's responsibility to its shareholders, customers, employees, those with whom Company does business, and to society. Assess priorities in the context of discharging these responsibilities appropriately on Company's behalf.
- conduct themselves as responsible members of society, giving due regard to health, safety, and environmental concerns, and human rights, in the operation of Company's business.
- report any suspected breach of the law or this Policy to the HR Department/Managers via email. The identity of the employees reporting such instances in good faith shall be kept confidential.

### **23. AMENDMENTS**

- a. The Company reserves the rights to change/ amend / modify this Policy in whole or in part, at any time without assigning any reason whatsoever.
- b. The Employees acknowledge that they will not be personally advised of any such change/ amendment / addition /deletion/ modification and the same may be posted on such page of the Intranet of the Company which is accessible to all Employees.
- c. The Employees are advised to check for any such change/ amendment / addition /deletion/ modification regularly. The Employees hereby unconditionally agree to all such changes / amendments / additions / deletions / modifications.



11/06/2020

## **LETTER OF EMPLOYMENT**

We are pleased to offer you Mohammed Juned the position of a **Virtual Assistant** at **Xellia Pharmaceutical** where we hope you'll enjoy your role and make a significant contribution to the success of the business and better your skills as an individual.

Your training will commence as soon as your working materials have been provided, after which you will be attached to a supervisor who you will be reporting to daily. You will be based remotely at home. It is expected that you will work an average of <25> hours per week. From time to time you will be required to work reasonable additional hours or after hours when necessary to perform your duties effectively. Overtime payments or time in line will be calculated in accordance with the hour work and will be paid along with your weekly payment.

### **Probationary Period:**

•A one-month Probationary Period will apply to this role.



•During this time, you will receive training and guidance to help you become familiar with, and competent in, performing the work you have been appointed to do.

**Payment:**

- Your pay is at a rate of \$30 per hour to be paid Weekly and will increase as time progresses and based on your dedication to the job.
- From the training period which will last for one week, you will earn \$16 per hour until you start work for your \$30 per hour payment to begin.
- Your salary will be paid weekly on Friday, working 2-4 hours daily and 20-25 hours weekly.
- All or any expenses made out of your pocket for the purchase of the training software will be reimbursed immediately or during your respective pay period.

**Benefits include:**

The company offers Benefits: Health, Dental, Life and AD&D Insurance, Employee Wellness and 401k plans, parental leave. Paid Time Off and Holidays

**Personal leave:**

- You are entitled to 10 days paid personal/career leave in accordance with the Fair Work Act 2015.



# xellia

PHARMACEUTICALS

•You are entitled to a period of two days unpaid careers leave per occasion in accordance with the Fair Work Act 2015.

•You are entitled to a period of two days paid compassionate leave per occasion in accordance with the Fair Work Act 2015.

•The minimum period of notice required to be given to the employer by the employee is either: That prescribed by the relevant employment agreement or other contract of employment. If no period of notice is prescribed as above, a period of notice equal to the employee's usual pay period.

The company may terminate your employment at any time without notice if:

You are guilty of serious misconduct; or you are in material breach of a provision of this contract, including confidentiality undertakings.

Following the termination of your employment you will be required to return all company property. You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time.

Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Confidential information, including client lists, trade secrets, pricing structures and any and all documents created by you in the course of your employment remain the sole property of **Xellia Pharmaceutical**. You shall not, either during or after your employment, without the prior consent of the **Xellia Pharmaceutical** directly or indirectly divulge to any person or use the confidential information for your own or another's benefit.



**xellia**  
PHARMACEUTICALS

Sincerely,

Craig Boyd

President

Xellia Pharmaceutical

Employee:

I, Mohammed Juned, accept the terms and conditions of this contract

Signature

Date: 11/June/2020 or 11/6/2020



## Fwd: Joining Details || Offer Letter || Bangalore || Feb 22nd, 2021 || VVDN Technologies

1 message

**Kavya Chouta** <kavyachouta@gmail.com>  
To: Abhaya Kumar K <abhaya@mite.ac.in>

Mon, Apr 5, 2021 at 7:55 PM

----- Forwarded message -----

From: **Kavya Chouta** <kavyachouta@gmail.com>  
Date: Sat, 20 Feb 2021, 6:45 p.m.  
Subject: Re: Joining Details || Offer Letter || Bangalore || Feb 22nd, 2021 || VVDN Technologies  
To: Divya Singhal <divya.singhal@vvdntech.com>  
Cc: Rajeev Nayan Jha <rajeev.nayan@vvdntech.in>

I accept the offer.

On Thu, 18 Feb 2021, 7:59 p.m. Divya Singhal, <divya.singhal@vvdntech.com> wrote:

Dear Kavya,

Greetings from VVDN Technologies!

With reference to your curriculum vitae and subsequent interviews with us, we are pleased to offer you the position of **“Executive (Sales)”** with **VVDN Technologies Pvt Ltd.**

Please bring all the below mentioned, **self-attested** documents along with acceptance to Offer Letter should be sent back on this email.

- Pan Card
- Aadhar Card
- Color photograph, passport size
- 10th and 12th Certificate
- Mark-sheets & degree certificate (as applicable, as on date)
- Passport (Passport is mandatory at the time of joining. In case you do not possess a valid passport, we want you to apply for it in advance and submit a copy of the application to the HR department within one month of your joining)
- NOC letter from the college

### **Joining Details**

Date of joining: **Feb 22nd, 2021**

Reporting Time: **9:00 AM**

Contact Person: **Rajeev Nayan Jha (HR)**

Contact No: **8553077315**

### **Reporting Venue:**

**VVDN Technologies Private Limited  
#176, Adarsh Eco Place, Second Floor,  
EPIP Industrial Area, Whitefield,  
Bengaluru, Karnataka - 560066**

### **Important Notes:**

**\* Maintain Social Distancing, wear your mask everytime, keep your sanitizers.**

Please accept the offer and acknowledge the same by replying to this mail.

Wishing them all the very best for their assignments and a long and rewarding career at VVDN Technologies.

Feel free to reach out for any concern.

## Regards

**Divya Singhal**

VVDN Technologies Pvt Ltd,

Cell : +91 971-1853-564

Web: [www.vvdntech.com](http://www.vvdntech.com)



*Disclaimer: © 2021 VVDN Technologies Pvt. Ltd. This e-mail contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended solely for the use of the addressee(s). If you are not the intended recipient, please notify the sender by e-mail and delete the original message. Further, you are not to copy, disclose, or distribute this e-mail or its contents to any other person and any such actions are unlawful.*



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Date:1-Feb-2021

To, Mr. Keerthan

Sri Laxmi Nivasa 3<sup>rd</sup> Cross, Huttruke Chara Hebri Udupi District, KA – 576112 – (India)

**Re: Offer of Employment Letter**

We are pleased to offer you the position of “**IT Recruiter**” with us and your work location is **Bangalore** with a start date from **1-Feb-2021**. Prize Infotech would like to offer you the position with a Net take home of **INR 1,80,000/- Per Annum**. Please refer Annexure A for Salary Breakup.

We have attached a Service Agreement for you to sign and return to us within two days of this offer. The Service Agreement contains your terms of employment and general responsibilities.

To formally accept this offer, please acknowledge in writing by signing and returning the record copy of this letter, also confirm your start date.

We are looking forward for you to join us but please do not hesitate to contact us if you have any questions.

Yours sincerely,

**Narasimha Surapaneni**  
Director



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## **SERVICE AGREEMENT**

*This Agreement is made on 1<sup>st</sup> Feb. 2021 BETWEEN*

1. **Prize Infotech** whose Corporate office is at **H.NO: 11-45, Gurazala, Guntur(DT), AP.** (The Employer)
2. **Mr. Keerthan** whose residing as above ('The Employee' or "I" or "You" or "Your")

For the position of Talent Acquisition Specialist as 'POSITION'

NOW IT IS AGREED as follows:

### **3. DEFINITIONS AND INTERPRETATION In this agreement:**

'the Company' means Prize Infotech acting through the board of directors for the time being of the Company and their duly appointed representatives;

### **4. TERM OF EMPLOYMENT**

The employment shall be deemed to have commenced on joining the offices of the company and continues thereafter subject to termination as provided below.

### **5. DUTIES**

You are employed as mentioned as 'POSITION' above; and will report to Narasimha Surapaneni who is your line manager or to the nominated employee by the employer. You agree to devote the whole of your time, attention, ability and skills to the duties of your employment.

5.1 Your duties shall be as discussed with your line manager from time to time and will be commensurate with your position. You shall faithfully and diligently perform all acts, duties and obligations and comply with such orders as may be required by the Company. The precise description and nature of your job may be varied from time to time and you may be required to carry out other duties as necessary to meet the needs of the Company.

5.2 Due to Geographical nature of the management structure, all the employees required to install Life360 App or suitable Geo Location sharing app and provide access to the Director during working hours.

5.3 Your Probation Period is 3 months.

### **6. HOURS OF EMPLOYMENT**

Your basic hours of work are 40 hours per week. Normal hours of work are from 1.00 – 10.00 IST, Monday to Friday, including half an hour for lunch and half an hour for evening snacks break.

6.1 You are expected to show a responsible attitude towards time keeping and attendance.

### **7. PLACE OF EMPLOYMENT**

Unless otherwise stated in the Offer of Employment Letter the Employee's place of employment shall be working from Companies Office but the Company shall be entitled to require the Employee to work at such other places whether on a temporary or permanent basis as the Company shall from time to time direct and the Employee may in the performance of his/her duties be required to travel from his place of employment anywhere within the United Kingdom and Europe.



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## 8. EXPENSES

The Company shall reimburse the Employee all reasonable hotel and other expenses wholly and exclusively incurred by him/her in or about the performance of his duties under this agreement PROVIDED that the Company first authorized the expenditure in writing and that the Employee furnishes the Company with receipts or other evidence of such expenses.

## 9. HOLIDAYS

9.1 The Company's holiday year runs from 1 April to 31 March. You are entitled to 20 days paid holiday in each complete holiday year. From this entitlement you will be required to take a day's holiday for each bank/public holiday normally observed in England.

The Employee may not without the consent of the Director of the Company carry forward any unused part of his holiday entitlement to a subsequent holiday year.

9.2 Payment in lieu of holidays accrued due but not taken as at the date of termination of employment will be made in respect of the number of days of holiday pro rata to the Employee's salary.

## 10. FAMILY LEAVE RIGHTS

Statutory rights to maternity, paternity, parental, adoption and dependent care leave ("family leave") and the right to request flexible working shall apply to your employment. You can obtain further information from Company Leave Policy after joining.

## 11. SALARY

Prize Infotech will make sure to pay monthly salary to the employee before end of 1<sup>st</sup> Week of next month.

## 12. TERMINATION OF EMPLOYMENT

12.1 The employment of the Employee may be terminated:

by the Company with 30 days' notice or payment in lieu of notice

The Employee shall terminate by giving to the Company 30 days of notice in writing.

And during your probation period a notice of 15 days is required in writing from both sides.

12.2 The Company reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

12.3 Absence for the continuous period of eight days without prior approval of your supervisors (including overstay of leave / training) 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, upskilling or on the job training imparted by the Company or damaged suffered by Company due to loss of billing.

## 13 Whist employed by the Company:

- You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in ordinary course of your employment 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. All information that comes to your knowledge reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be violation of company policies and treated in accordance with clause 12.2. You confirm that there is no litigation / conviction against you



before any court of law which involves any criminal offence or offences involving moral / conviction against you before any court of law which involves any criminal offence interests to Prize Infotech 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 the Company 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.

- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the company.

- 14 Any violation of the above mentioned or any other company procedures and policies would attract action as per the company's disciplinary policy in force, including and up to termination. In the event of termination by company on account of breach of disciplinary policy, the company will not be liable to pay any amount in lieu of notice period.
- 15 Upon separation from the Company on account of either resignation or termination or for any other reason, you shall immediately return to the company all the assets and property (including any leased properties) of the Company including documents, files, books papers and memos whether in hard or soft copy which is in your possession or custody.
- 16 The Company shall, at its discretion, conduct background, reference and medical screens for substance use as per the company policy and this offer is conditional upon of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory or any account, the Company may, in its sole discretion, revoke this offer at any time.
- 17 You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
- 18 Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The Venue of the Arbitration shall be Vijayawada and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts of Vijayawada
- 19 All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies without any prior notice.
- 20 **Non-Compete, Non-Solicitation and other Activities.** You will represent that during the term of your relationship with the company, you will not, without the Company's express written consent, engage in any employment, consulting, contracting or other business activity other than for the company or for the Company Clients on behalf of the Company, as directed by the Company. You also represent that during the term of your relationship with the company and for twelve (12) months after the date of termination of your relation by the Company for any reason, you will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to terminate their relationship with the Company either for yourself or for any other person or entity; (ii) solicit the business of any client or customer of the Company or Company clients (other than on behalf and for the benefit of the Company or Company Clients); or solicit or approach any existing client or customer of the company for a job / role either as an employee or as an independent consultant and / or (iii) otherwise interfere with or disrupt any business relationship of the Company of Company Clients.



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## **21. KRA OF EMPLOYEE:**

### **Responsibilities:**

- Handling end to end recruitment in UK & Europe; starting from requisition, sourcing the candidates, short-listing, scheduling interviews, salary negotiation and closing.
- Responsible for handling Contractual, Permanent and Full Time Positions.
- Sourcing the Relevant Profiles from the Various Job Portals as per the Requirements.
- Aggressively following up with candidates to get their interviews done.
- Interacting with the candidates, giving them a brief about the position and checking them technically.
- Based on this interaction schedule them for the technical interview.
- Sourcing candidates using internal databases, Internet web sites, job postings, referrals and networking.
- Ensure the joining of offered candidates on the committed dates.
- Maintain knowledge and understanding of information technology terminology.
- Provide training/coaching to new recruiters.

### **Key Issues:**

- Before working over the requirement ensure proper understanding of the requirements.
- Look at other value-added methods for sourcing other than portals.



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Strictly Confidential

**Annexure A: Gross Compensation and Benefits**

Name: Mr. Keerthan  
Designation: IT Recruiter

Salary Breakup Fiscal Year 2021-2022		
Net salary per Year		1,80,000
Net salary per Month		15,000
Components In salary	Per month	Per Annum
Basic Salary		
HRA		
Conveyance Allowance		
Project Allowance		
LTA		
Other Allowances		
<b>Gross Salary Per Month</b>		
<b>Deductions:</b>		
PF contribution by employee	-	-
ESI contribution by employee	-	-
Professional Tax (PT)	-	-
Tax Deduction At Source (TDS)	-	-
<b>Total deductions ( PF + ESI + PT + TDS )</b>	-	-
<b>Salary Payable to Employee</b>	<b>15000</b>	<b>1,80,000</b>
CTC Calculation		
Employer PF contribution	-	-
Employer ESI contribution	-	-
<b>CTC= Gross salary + (Employer PF+ ESI)</b>	-	-

**Notes:**

1. All matters relating to compensation are **STRICTLY CONFIDENTIAL**
2. Any breach of this may result in immediate termination of services
3. All tax liabilities (TDS, etc ) arising out of above shall be borne by the Employee.

Signed on behalf of

Signed by

Prize Infotech

Mr. Narasimha Surapaneni  
Director

Mr. Keerthan  
Employee